

B9

Appraisal of Real Property

Partial Taking
Single Family Residence
Parcel RE2
Owner: Regina M Pakradooni
Block 194.30, Lot 3
108 Raymond Drive
Washington Township, Gloucester County, New Jersey
E & A Associates File #: 212002

Effective Date of Valuation

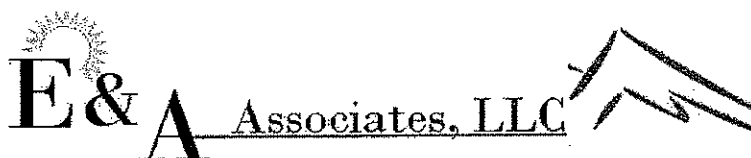
March 16, 2012

Prepared For

Mr. Vincent M. Voltaggio, P.E., County Engineer
Gloucester County Department of Engineering
1200 N. Delsea Drive
Clayton, New Jersey 08312

Prepared By

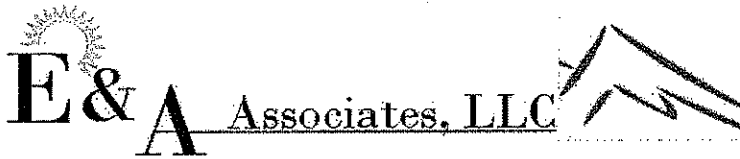
Albert R. Crosby, CTA
NJ Certified General #42RG00222000



Real Estate Appraisal & Consulting

109 Appaloosa Way
Sewell, NJ 08080
Tel: (609) 922-4815 Fax: (856) 582-4711

Albert R. Crosby, CTA, NJ SCGREA*



109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815

Fax: (856) 582-4711

albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

March 22, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer
Gloucester County Department of Engineering
1200 N. Delsea Drive
Clayton, New Jersey 08312

Re: Appraisal of Real Property
Single-Family Residence
Owner: Regina M Pakradooni
Block 194.30, Lot 3
108 Raymond Drive
Washington Township, Gloucester County, NJ
E & A Associates File No. 212002

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, I have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of March 16, 2012. I understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

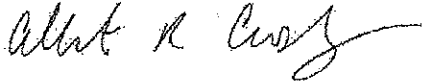
The subject property is known as 108 Raymond Drive, which is located on the west side of Raymond Drive and the east side of Egg Harbor Road (County Route 630), in the Township of Washington, Gloucester County, NJ. This is an interior location just south of the signal-controlled intersection of Egg Harbor Road and Hurffville-Grenloch Road. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 194.30, Lot 3. It offers 0.36 acres of land area (15,560 SF) and is improved with a one-story single-family dwelling. The residence was constructed in 1986 and comprises 2,153 SF of gross living area with 3 bedrooms, 2 full baths, and an attached 2-car garage. The taking involves a right-of-way road easement that comprises a total land area of 750 SF. This area is improved with landscaping, sprinkler system, fencing, and a shed built on a concrete slab.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of March 16, 2012, to be:

TEN THOUSAND SIX HUNDRED DOLLARS
(\$10,600)

Respectfully Submitted,
E & A Associates, LLC



Albert R. Crosby, CTA
NJ SCGRE #42RG00222000

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Section 1: Summary of Salient Facts & Conclusions

Property type: Single Family Residence

Property address: 108 Raymond Drive
Washington Township
Gloucester County, NJ

Assessor's Parcel Number: Block 194.30, Lot 3

Appraisal Report Format: Self Contained

Date of appraisal report: March 22, 2012

Date of value: March 16, 2012

Date of site inspection: March 16, 2012

Real estate interest appraised: Fee Simple

Intended Use of the appraisal: To serve as a valuation guide for acquisition negotiations.

Land area:

Before The Taking:	15,560 SF	(0.36 acres)
Roadway Easement:	750 SF	(0.02 Acres)
After the Taking:	14,810 SF	(0.34 Acres)

Building Improvements: 2,153 SF Gross Living Area (GLA)

Zoning designation: PR-1, Planned Residential District

Highest and Best Use:

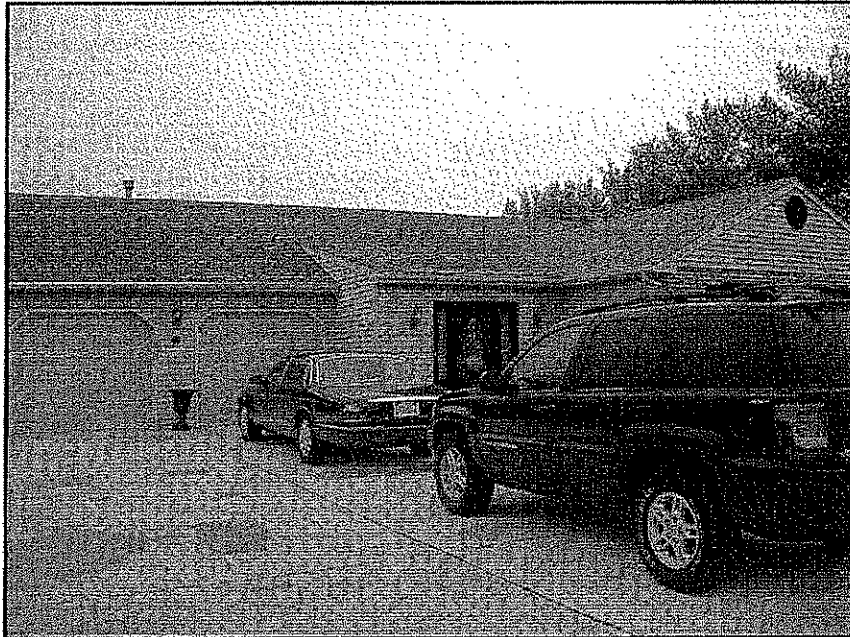
As if Vacant Use in conformance with zoning.
As Improved Continued use as improved.

Value indications (Land Only):

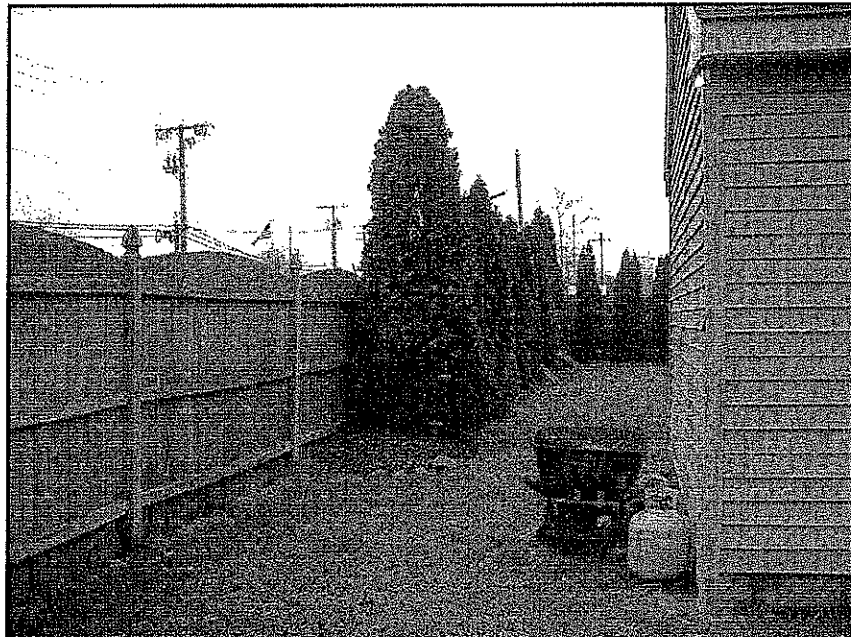
Reconciliation & Value Conclusion			
	Before	After	Value of Taking
Sales Comparison Approach	\$95,000	\$84,400	
Income Capitalization Approach	N/A	N/A	
Cost Approach	N/A	N/A	
Reconciled Value	\$95,000	\$84,400	\$10,600

Value Of The Part Taken and Damages To The Remainder: \$10,600

Photographs of the Subject Property



Westerly View of Subject's Residence (Taken by ARC on 3/16/2012)



Northerly View of Taking Area (Taken by ARC on 3/16/2012)

**Additional photographs are exhibited within the Addenda of this Report*

Assumptions & Limiting Conditions

The appraisal report is subject to the following assumptions and limiting conditions set forth as follows.

1. To the best of my knowledge, the statements of facts contained in the appraisal report, upon which the analysis, opinions and conclusions expressed are based, are true and correct. Information, estimates and opinions furnished to us and contained in the report or utilized in the formation of the value conclusion was obtained from sources considered reliable and believed to be true and correct. However, no representation, liability or warranty for the accuracy of such items is assumed by or imposed on us, and is subject to corrections, errors, omissions and withdrawal without notice.
2. Title is assumed to be good and marketable. The appraiser assumes no responsibility for legal matters affecting the property or title, nor does the appraiser render any opinion as to the title.
3. The legal description, areas, and dimensions shown within the report are assumed to be correct.
4. No survey of the property has been made by the appraiser. Exhibits such as site plans and floor plans are included to assist the reader in visualizing the property, and the appraiser assumes no responsibility.
5. It is assumed that there are no hidden or adverse conditions of the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for the engineering/remediation that may be required to remove such condition. If the client has a concern over the existence of such conditions in the property, I consider it imperative to retain the services of a qualified engineer or contractor to determine the existence and extent of such hazardous conditions. Such consultation should include the estimated cost associated with any required treatment or removal of the hazardous material.
6. The property has been appraised as though free of liens and encumbrances unless so specified within the report.
7. Management and ownership are assumed to be competent.
8. Public, industry and statistical information are from sources that I deem to be reliable. However, no representation as to the accuracy or completeness of such information is being made.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
10. It is assumed that any mechanical and electrical equipment, which is considered part of the real estate, is in proper operating condition except when noted herein. These include items such as the heating, air conditioning, plumbing, sprinkler, and electrical systems.
11. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
12. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or federal governmental or private entity have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
13. The appraisal is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Furthermore, this report and all conclusions are for the exclusive use of the client for the sole and specific purpose(s) stated herein.
14. I am not required to give testimony or be in attendance at any court or administrative proceeding with reference to the property appraised, unless arrangements have been previously made.
15. The value conclusion is subject to formal determination of the existence of any state or federal wetlands or other environmentally sensitive areas including all required buffer zones. I am not an expert in this

field and it is considered imperative that the services of a qualified environmental expert be retained in order to make such determinations. Any environmentally sensitive area detected on the property could have an impact on the value estimated herein, and thus, I reserve the right to modify the value conclusion if such areas are found to be present on the property.

16. No change of any item of the appraisal report shall be made by anyone other than me, and I shall have no responsibility for any such unauthorized change.
17. Information and estimates provided to me and contained in the report, including but not limited to Income & Expense Statements, Rent Rolls, capital expenditures, and repair/remediation estimates, were from sources considered reliable and are believed to be true and accurate.
18. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the American with Disabilities Act (ADA), which became effective on January 26, 1992. It is possible that a compliance survey of the property along with a detailed analysis of the requirements of the Act could reveal that the property is not in compliance with one or more of the Act's requirements. I consider it imperative that the services of a qualified architect and/or engineer be retained to make such a determination. If any items of non-compliance are detected, they could have an impact on the value estimated herein, and thus, I reserve the right to modify the value conclusion if such items of non-compliance are found to be present on the property.

Hypothetical Conditions/Extraordinary Assumptions

A Hypothetical Condition is defined as, *"that which is contrary to what exists but is supposed for the purpose of analysis"*¹

An Extraordinary Assumption is defined as, *"an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions."*²

The appraised market value is based upon the following Conditions/Assumptions:

1. *It is an Extraordinary Assumption of the report that the Property Parcel Map prepared by McCormick & Taylor is an accurate reflection of the subject property, including any wetlands area and the taking area. If it is found to be otherwise, the appraiser reserves the right to modify the value conclusions herein.*

¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2012/2013 Edition.

² *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2012/2013 Edition.

Appraiser's Certification

I certify to the best of my knowledge and belief:

- ◆ The statements of fact contained in this report are true and correct.
- ◆ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased professional analyses, opinions, and conclusions.
- ◆ I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- ◆ My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
- ◆ My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice (USPA-P)*
- ◆ The use of this report is subject to the requirements of the Appraisal Institute, with which I am affiliated, relating to review by its duly authorized representatives.
- ◆ I have made a personal inspection of the appraised property, which is the subject of this report and all comparable sales used in developing the opinion of value. The date of inspection was March 16, 2012.
- ◆ I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practice (USPAP)*. In addition, the report is in conformity with the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, with which I am affiliated.
- ◆ As of the date of this report, Albert Crosby has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.
- ◆ No one provided significant professional assistance to the appraiser.
- ◆ The appraiser has not performed a prior appraisal of the subject property.



Albert R. Crosby, CTA
NJ SCGRE #42RG00222000

March 22, 2012
DATE OF REPORT

Section 2: General Information

Purpose of the Appraisal

The purpose of the appraisal was to provide a market value estimate of the **Fee simple interest** of the subject property for a partial taking.

Intended Use & User of Appraisal

The intended use of the appraisal is to report to the client the market value to assist as a valuation guide for acquisition negotiations. The intended user is the County of Gloucester and their legal representation.

Property Rights Appraised

The property ownership rights appraised in this appraisal are those known as "Fee Simple:"

"Fee Simple" interest is defined as: "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." ³

Definition of Market Value

As used within this report, **Market Value** is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- ◆ Buyer and Seller are typically motivated;
- ◆ Both parties are well informed or well advised, and acting in what they consider their own best interests;
- ◆ A reasonable time is allowed for exposure in the open market;
- ◆ Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- ◆ The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

³ The Dictionary of Real Estate Appraisal, Fourth edition, The Appraisal Institute, Chicago, Illinois (U.S., 2002), page 113

⁴ Appraisal Institute, *The Appraisal Of Real Estate*, 12th Edition. Chicago, IL: Appraisal Institute, 2001, p. 23.

Scope of the Appraisal

This is an appraisal, reported in a "Self Contained format," which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation. The Scope of the Appraisal is summarized as follows:

- ◆ An inspection of the subject property, its market area, and all comparable properties.
- ◆ Data has been collected regarding the physical characteristics of the subject property, neighborhood trends and influences, market trends and influences, typical amenities and utilities, zoning and related controls, existing state of leasing and occupancy in the subject property, and the subject's tax assessment and real estate tax obligation as compared to other similar properties within the market area.
- ◆ All of these factors have been considered in developing the subject property's highest and best use.
- ◆ The following documents were reviewed:
 - Copy of Deed
 - Tax Records and Assessment information
 - Zoning Map and Ordinance
 - Aerial Photograph
 - GIS Maps showing aerial and wetlands area as provided on the Gloucester County GIS web based program
 - General Property Parcel Map prepared by McCormick & Taylor dated July 2011
- ◆ Each of the three approaches to value has been considered in arriving at a value conclusion for the subject property.
- ◆ All comparable data has been verified through a variety of sources including recorded information at the local and county levels and through conversations with at least one of the parties involved in the transaction.
- ◆ All research and analyzed information has been utilized in order to come to a final value conclusion for the subject property.
- ◆ A **Self Contained Appraisal Report** has been prepared. The appraisal report is prepared in conformance with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

General Property Identification and Description

The subject property is identified on the Washington Township Tax Assessment Roll as Block 194.30, Lot 3 and is known as 108 Raymond Drive, Washington Township, Gloucester County. It is situated along the west side of Raymond Drive and the east side of Egg Harbor Road (County Route 630) and contains 15,560 SF (0.36 acres) of land area that is improved with a 2,153 SF single-family dwelling. The site is mostly level and cleared with no known wetlands.

Effective Date of Valuation & Property Inspection

The primary inspection of the subject property was conducted on March 16, 2012, which will represent the effective date of valuation. The date of the report is March 22, 2012. The appraiser met with Steve Pakradooni, husband of Regina Pakradooni, for the on-site inspection, which was an exterior inspection.

History & Ownership of the Property

Current ownership is in the name of Regina Pakradooni. The property was acquired on January 31, 2008 for a recorded consideration of \$286,000 as recorded in the Gloucester County Clerk's Office of Registrar Deed Book/Page, 4501/248. No arms length transactions have occurred within the last five years. The property is not currently listed for sale.

Real Estate Tax Assessment

Block 194.30, Lot 3	
Land	\$40,000
Building	\$94,300
Total	\$134,300
Tax Rate (2011)	\$5.120
Equalization Ratio (2012)	52.87%
Estimated Taxes	\$6,876.16
Equalized Assessed Value	\$254,019

Section 3: Presentation of Data Collected

Regional Data

The subject is located in Washington Township, within Gloucester County, New Jersey. Gloucester County is part of the nine county Delaware Valley River Port Commission region (DVRPC). The DVRPC comprises the New Jersey counties of Burlington, Camden, Gloucester & Mercer, and the Pennsylvania counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia.

The county is located in the southwesterly portion of the state with Camden and Burlington Counties to the north, Atlantic County to the east, the Delaware River to the west, and Cumberland and Salem Counties to the south. Vast areas in the southern portion remain undeveloped.

The county encompasses a total of 324.78 square miles of land area along with 12.13 square miles representing water area. The county enjoys a strong network of state and county highways along with some public transportation. These factors have contributed to the extensive growth of the county and with its strategic location, continued expansion is anticipated.

Washington Township is situated in the northeasterly portion of the county offering 21.38 square miles of land area including 0.12 square mile of water. It offers a strategic location, in proximity to State Routes 47, 168 and 42, Interstate Route 55, US Route 322, and the Atlantic City Expressway. It is bound by Deptford Township to the north, Gloucester Township to the east, Monroe Township to the south, and on the west, the Boroughs of Pitman and Glassboro, and Mantua Township.

The major rivers and lakes include Bells Lake, Kandle Lake, Bethel Lake, Lake Sterling, Kressler Lake and Big Timber Creek, which forms the boundary between Camden and Gloucester Counties. Washington Township is located in the Delaware River Basin. Surface waters eventually drain in that direction.

Population Data

The following population trends were occurring in the state, county, and municipality as of the valuation date:

	Population Trends				
	1990	2000	2010	Forecast 2015	Change 2000-2010
State	7,719,900	8,414,350	8,822,373	8,926,303	+0.95%/Yr
County	230,082	255,698	294,832	312,981	+1.53%/Yr
Municipality	41,960	47,114	51,940	54,136	+1.02%/Yr.

Source: U.S. Census Bureau's 2010 Census

As shown, the population within each has shown annual increases during the current decade, and growth is expected to continue. The county is expected to show steady growth during the present decade and should continue to outpace the growth for the State of New Jersey.

The population within the county and municipality was distributed as follows:

Population Distribution					
	% 19 Yrs & Under	% 65 Yrs & Over	% Male	Median Age	Persons/ Household
County	28.7%	10.9%	48.4%	38.3	2.73
Municipality	27.3%	11.1%	48.3%	38.6	2.96

Source: U.S. Census Bureau's 2010 Census

As shown in the table above, the municipality and county are relatively similar in population characteristics.

Land Usage & Development Trends

Residential development for the state, county, and municipality is shown as follows:

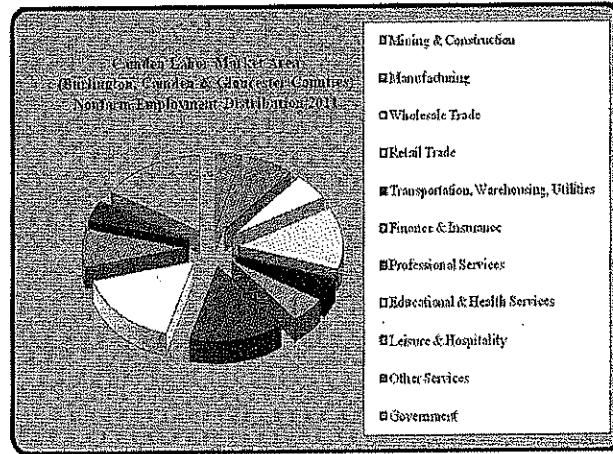
Residential Building Permits			
Year	State	County	Municipality
2000	34,585	1,337	450
2001	28,267	1,635	365
2002	30,045	1,802	343
2003	32,984	1,859	119
2004	36,033	2,050	67
2005	38,481	2,075	65
2006	34,323	1,141	4
2007	25,389	888	18
2008	18,369	788	7
2009	12,235	865	2
2010	13,535	716	10
2011	10,439	433	11

Source: New Jersey Department of Labor, NJ Building Permits.

As shown in the above chart, the state's building permits have remained relatively steady throughout the prior decade; however, beginning in 2007 there has been a steady decline in both the state and county, while the township has shown very limited development since 2006 other than a brief spike in 2007. The municipality experienced tremendous growth from the late 1990's until 2002/2003, when permits took a drastic drop. There is limited available land for residential development within the township. Additionally, there has been a slowing of the market, which is impacting development.

Employment

The entire region's economy is largely dependent upon the Philadelphia and is part of the Philadelphia metropolitan area. The region offers many diversified employment opportunities for residents in manufacturing, services, high-tech, and other areas. Non-farm employment by major industry group within the county is distributed as follows:



As shown in the pie chart, the strongest sector remains the Government followed by Educational and Health Services and Professional Services, although the Government experienced an almost 7% decline over 2010 statistics. Finance and Insurance experienced the largest increase with an almost 25% increase.

Gloucester County has a higher concentration of employment in the wholesale/retail trade and distribution sectors, in relation to the entire state. During the past decade, the county experienced a moderate increase in light industrial and wholesale trade development. Most of this development has occurred along the Interstate 295 corridor.

Major development completed or proposed within the county and surrounding area includes the following:

- ✧ A 200,000 SF **Wal-Mart Supercenter**, 16,000 SF of retail space, and 4,400 SF bank along the Black Horse Pike in Monroe Township is presently under construction.
- ✧ **Chik Fil A** restaurant in Washington Township is scheduled to be open in the spring of 2012 on the Black Horse Pike just south of Greentree Road.
- ✧ **Aldi Food Market** recently opened on the Black Horse Pike in Washington Township at the former Lone Star Restaurant site.
- ✧ In September 2011, the **Hospital of the University of Pennsylvania** opened an outpatient center in Woodbury Heights (Gloucester County). The center will be called Penn Medicine at Woodbury Heights and will host physicians practicing in a variety of specialties including primary care, **cardiology, obstetrics and gynecology**. It will also include a sleep medicine laboratory and a physical therapy center. The facility is expected to employ about 100.
- ✧ **Kennedy Health System** built a 60-bed sub-acute wing at its nursing home in Washington Township (Gloucester County). The addition provides rehabilitation services for patients who need short-term care after surgery.
- ✧ In September 2009, groundbreaking for a new seaport on a 190-acre site along the Delaware River in Paulsboro (Gloucester County) was held. The **Paulsboro Marine**

Terminal will be owned and operated by the **South Jersey Port Corporation**, a state agency. When operational, the marine terminal is expected to result in up to 2,000 new jobs.

Utilities Data

Most public utilities are available to the more densely populated portions of the county. Public water and sewer are typically municipally owned but are now becoming increasingly reliable on the water services of the New Jersey American Water Company due to the depletion of underground aquifers. South Jersey Gas Company and PSE&G provide public gas service. Electricity is provided by PSE&G, JCP&L and Conectiv, and telephone service is provided by Verizon.

Neighborhood Analysis

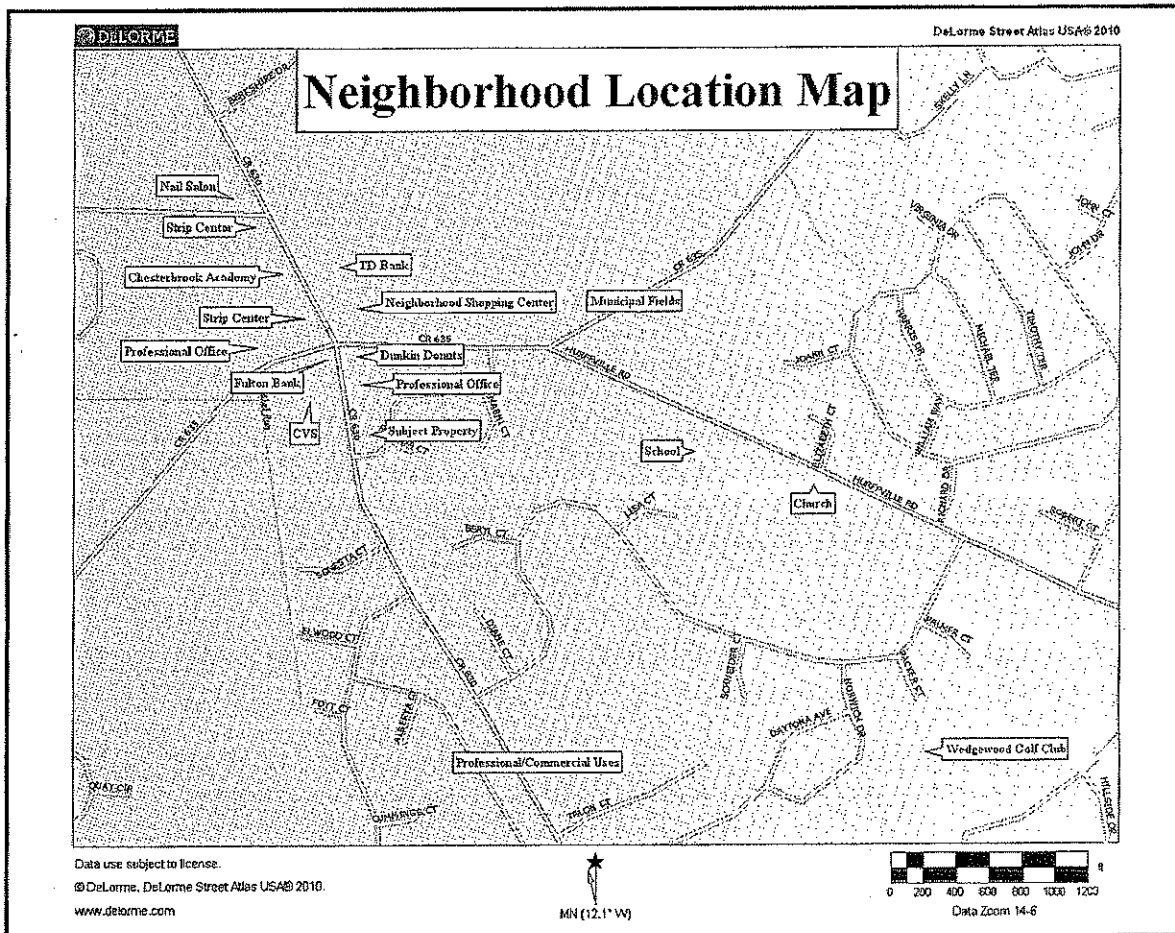
The subject is located in the northerly portion of Washington Township offering frontage along County Route 630 (Egg Harbor Road) and Raymond Drive, a local roadway. It is known as 108 Raymond Drive in the Meadow Run Development, an interior location, just south of the signal controlled intersection of Egg Harbor Road and Hurffville-Grenloch Road. Meadow Run is a small development situated in proximity to the southeast corner of the Egg Harbor Road and Hurffville-Grenloch Road intersection offering access to each road.

The immediate area offers a mix of uses including residential and commercial. Commercial uses are scattered throughout the township on the major roadways as well as the county routes throughout. Most of the major commercial uses are located along State Route 168 and along State Route 47 in nearby Glassboro. At the intersection of Egg Harbor Road and Hurffville-Grenloch Road there are a variety of commercial uses including a community shopping center, multiple strip centers, free standing banks, a drug store, and a professional office building. Specific uses include a CVS, Fulton Bank, TD Bank, Dunkin Donuts, Chesterbrook Academy, liquor store, hair salon, pizza restaurants, and other retailers.

Egg Harbor Road (C.R. 630) is a heavily traveled county roadway that offers two lanes of bi-directional traffic flow that increases to four lanes north of the subject. It provides access to State Routes 47 and 55 as well as other local and county roadways. Curbing and sidewalks are located along the frontage as well as street lighting.

Raymond Drive is a local roadway that services the Meadow Run development. It offers two lanes of bi-directional traffic flow extending from Egg Harbor Road (County Route 630) to Hurffville-Grenloch Road (County Route 635). It provides access to two courts within the development as well as the aforementioned county routes. It offers curbing and sidewalks along the subject's frontage as well as street lighting.

In summary, the subject offers an average location within the Meadow Run development with frontage along a county route and a local roadway in an area that is predominantly residential with good supporting commercial uses nearby and also along the major routes through the township and surrounding municipalities. It offers adequate access to county and local roadways as well as State Routes 42, 47 and 55.



Market Analysis

The market analysis must specifically relate market conditions to the property under investigation. It must show how the interaction of supply and demand affects the value of the subject property. The appraiser has reviewed demographic and historical sales information from 2006 through 2011 for this analysis. The following is a brief recapitulation.

Single-Family Residential - Demand Analysis

For the single-family residential demand analysis, demographic data was analyzed for the state, county, and municipality. The 2010 Census and a web-based program, STDB (Site to do Business) online, were utilized for the demographic data. Due to the anticipated increase of population within the township, the need for housing units within the township is anticipated to increase approximately 1% per year, while an increase from 2000 to 2010 was approximately 1.20% per year. Based upon the population estimates, it is anticipated that 830 additional units will be needed by year 2015. Given the present pace of the economy and the township's new housing permits over the last couple years, it appears that the township will not be able to fill the anticipated increase with new housing units.

Supply Analysis

Based upon the 2010 Census, there are currently 17,464 housing units within Washington Township. The single-family residential market had been experiencing high demand, which was exacerbated by rapid appreciation, a lack of supply of newer housing, and low interest rates. More recently the demand has shown a cooling off as the financial markets are tumbling and supply of housing increases. Based upon the available building permit data for Washington Township between 2000 and 2007, the number of single-family building permits had ranged from 4 units to 296 units, with the last couple years showing a sharp decline (it is noted that the permit data does not appear to be accurately reported). This is mainly attributable to the lack of available larger tracts of land to be developed.

There have been a couple of small housing projects that have been or are being developed. One is located off of Johnson Road in the eastern portion of the Township and another is off of Hurffville-Grenloch Road in the western portion of town. Each generally offers a single court of a handful of homes that were approved several years ago and have recently been built out.

Most developers have expanded their search for vacant land into the neighboring communities of Monroe Township, Franklin Township, East Greenwich, and Harrison Township for the larger tracts. Within Washington Township, some smaller tracts of land are yielding smaller scale residential development, but large-scale development has moved into other areas of Gloucester County.

To exhibit current market conditions, an analysis of Gloucester County and Washington Township MLS data was completed. Homes within a sales price range of \$150,000 to \$800,000 were researched to determine what changes in the market have occurred in the past five years.

The following chart exhibits the MLS analysis from the past five years for existing homes. As shown, the number of units listed has declined significantly since 2006 for both the County and Township, while days on the market have increased. Pricing in each has declined, with the Township appearing to be more susceptible to the decline. The average sales prices for homes in the \$150,000 to \$800,000 range have decreased approximately 10% since 2006 and 2007 within the Township, while the County has experienced an approximately 6% decline over the same period. More recent data demonstrates that the Township has continued to decline from 2009 and 2010 by approximately 4% to 5%, while the County has remainder relatively stable over the same period.

Gloucester County Existing Home Sales Analysis											
Time Frame	# of Units Listed	% Change	Average List Price	% Change	# of Units Sold	% Change	Average SP	% Change	SP as % of List Price	Days on Mkt	% Change
1/2006-12/2006	6,342	N/A	\$ 287,973	N/A	3,170	N/A	\$ 259,180	N/A	90%	63	N/A
1/2007-12/2007	6,442	1.58%	\$ 289,755	0.62%	2,814	-11.23%	\$ 260,613	0.55%	90%	77	22.22%
1/2008-12/2008	5,606	-12.98%	\$ 280,032	-3.36%	2,101	-25.34%	\$ 253,703	-2.65%	91%	95	23.38%
1/2009-12/2009	4,570	-18.48%	\$ 267,330	-4.54%	1,859	-11.52%	\$ 244,639	-3.57%	92%	105	10.53%
1/2010-12/2010	4,265	-6.67%	\$ 258,676	-3.24%	1,560	-16.08%	\$ 244,524	-0.05%	95%	104	-0.95%
1/2011-12/2011	3,547	-16.83%	\$ 254,172	-1.74%	1,454	-6.79%	\$ 244,207	-0.13%	96%	126	21.15%
Washington Township Existing Home Sales Analysis											
Time Frame	# of Units Listed	% Change	Average List Price	% Change	# of Units Sold	% Change	Average SP	% Change	SP as % of List Price	Days on Mkt	% Change
1/2006-12/2006	1,223	N/A	\$ 295,046	N/A	490	N/A	\$ 269,889	N/A	91%	60	N/A
1/2007-12/2007	1,070	-12.51%	\$ 292,458	-0.88%	545	11.22%	\$ 269,256	-0.23%	92%	74	23.33%
1/2008-12/2008	917	-14.30%	\$ 279,333	-4.49%	361	-33.76%	\$ 250,240	-7.06%	90%	86	16.22%
1/2009-12/2009	792	-13.63%	\$ 282,351	1.08%	344	-4.71%	\$ 254,184	1.58%	90%	98	13.95%
1/2010-12/2010	724	-8.59%	\$ 265,593	-5.94%	243	-29.36%	\$ 256,460	0.90%	97%	100	2.04%
1/2011-12/2011	575	-20.58%	\$ 256,555	-3.40%	247	1.65%	\$ 243,914	-4.89%	95%	119	19.00%
* Statistics taken from Trend MLS for existing residences in the price range of \$150,000 to \$800,000											
Average Home Sale Price Analysis											
Overall Change		List Price		Sale Price							
		County	Township	County	Township						
% Change from 2006 to present		-11.74%	-13.05%	-5.78%	-9.62%						
% Change from 2007 to present		-12.28%	-12.28%	-6.30%	-9.41%						
% Change from 2008 to present		-9.23%	-8.15%	-3.74%	-2.53%						
% Change from 2009 to present		-4.92%	-9.14%	-0.18%	-4.04%						
% Change from 2010 to present		-1.74%	-3.40%	-0.13%	-4.89%						

In conclusion, the market analysis indicates that demand for building lots and/or single-family residences continue and there are projected increases in population over the next couple of years with limited additional supply coming on line within the township. Stability in sales prices is anticipated as Washington Township is a strong and desirable community within the county.

Land Use Controls (Zoning)

The subject property currently lies within the PR-1, Planned Residential District of Washington Township. Permitted uses within the district include all permitted uses in the A Residence district, which include single-family dwellings, municipal tower, water storage tank, pumping station, sewage lift station, model homes or sales offices, senior citizens housing, and flag-shaped lots and neighborhood commercial facilities as permitted in the NC Commercial district.

PR-1, Planned Residential District Zoning Requirements		
		Cluster Option
Minimum Lot Size	23,000 SF*	10,500 SF
Maximum Density	1.6 units/acre	1.60 units/acre
Minimum Lot Width	100'	80'
Minimum Lot Depth	200'	125'
Maximum Lot Coverage	20%	25%
Minimum Front Yard Setback	50'	30'
Minimum Side Yard Setback	15'(each side)	10'
Minimum Rear Yard Setback	35'	30'
Maximum Building Height	35'	35'

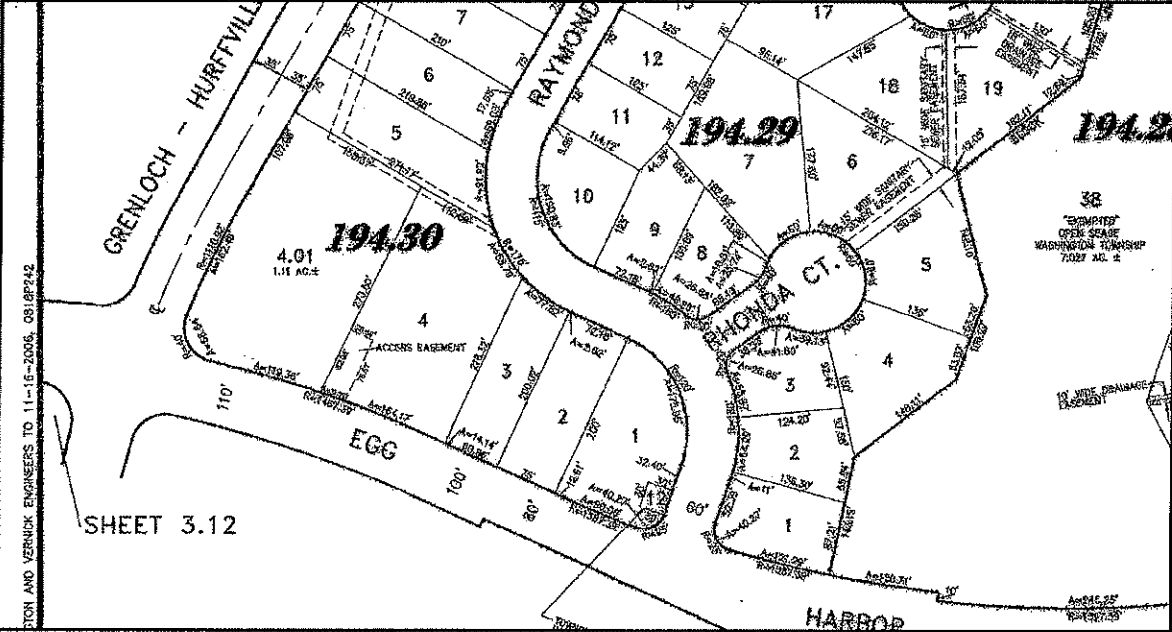
The subject's current use as improved is a permitted and conforming use under the cluster option.

An aerial photograph of a residential area with property boundaries and acreage labels. The labels include: 199.13, 199, 194.28, 194.27, 194.28, 194.29, 194.30, 194.10, 54.05, 194.28, MC, and 199. The image shows a grid of streets and individual lots, with some areas shaded in dark gray.

Site Description

Assessor's Tax ID:	Block 194.30, Lot 3
Address:	108 Raymond Drive Washington Township Gloucester County, NJ
Land Area:	0.36 acres (15,560 SF)
Frontage:	75.00 Egg Harbor Road 77.82' Raymond Drive 152.82' Total (425' per acre)
Depth:	Ranges from 200' to 218'
Shape of Tract:	Moderately rectangular
Topography:	Mostly level and cleared.
Access:	Access is available from Raymond Drive; there is no curb cut for the subject from Egg Harbor Road.
Corner Influence:	No
Easements:	None noted
Encroachments:	None noted from site visit
Site Lighting:	None
Walks and Landscaping:	There are sidewalks along Raymond Drive and Egg Harbor Road, landscaping is typical for a residential use. Due to the CVS Pharmacy located across Egg Harbor Road, ownership has planted shrubbery along the rear property line that serves as a natural buffer from the lights that emanate from the parking lot of the CVS. The shrubs, which are arborvitae, are estimated at approximately 10' to 12' tall and are rather mature creating an aesthetic buffer from the commercial use.
Utilities to Site:	Sewer Public sewer Water Public water Electric: Public Telephone: Provided by Verizon
Wetlands:	As per the wetland delineation provided by the Gloucester County GIS web based program and the parcel map, the subject is not encumbered by any wetlands.
Flood Zone:	According to FEMA Flood Map with an effective date of January 10, 2010, the subject is located within an area outside of the annual flooding.
Site Improvements:	In-ground swimming pool, patio, landscaping, concrete driveway, and wood fencing.

Tax Location Map



Aerial Map of Subject



Improvements Description

The subject is improved with a 2,153 SF single family dwelling constructed in 1986 that appeared to be in average overall condition and a 12' x 11' shed built on a concrete slab. Since the taking will not impact the subject as improved as a single family residence and there are no anticipated damages to the remainder, it was not necessary to value the improvements. Therefore, the improvements will not be discussed in detail.

Occupancy & Use

The subject is owner occupied and utilized as a single-family residence.

Section 4: Highest & Best Use Analysis - Before the Taking

The highest and best use of both the site as though vacant and the property as improved must meet the following four criteria:

- ◆ Legally Permissible
- ◆ Physically Possible
- ◆ Financially Feasible
- ◆ Maximally Productive

Highest and Best Use "As if Vacant"

Legally Permissible addresses the legal use of the property given applicable zoning regulations and local ordinances/codes along with any other applicable legal restrictions. The use must be probable, not speculative or conjectural.

Legal restrictions affecting the property include the local municipal land use ordinance of Washington Township along with all other county and state regulations. The subject is located in the PR-1, Planned Residential zoning district.

Permitted uses within the PR-1, Planned Residential zoning district include all uses permitted in the A Residence district which are single-family dwellings, municipal tower, water storage tank, pumping station, sewage lift station, model homes or sales offices, senior citizen housing, flag-shaped lots, and neighborhood retail commercial facilities as permitted in the NC, Neighborhood Commercial district. Conditional uses include all conditional uses within the A District, which include agricultural, church, and professional office (along certain highly traveled roadways). The district requirements require a minimum lot size of 23,000 SF for residential development.

Overall, the subject does not meet the minimum lot size requirement of 23,000 SF or lot width of 100' and would require variances be obtained for development.

Physically Possible addresses the possible use of the property given the physical aspects of the site itself. Size, shape, topography, and soils of the site affect the uses to which it can be developed.

The subject offers 15,560 SF (0.36) acres of land area that is mostly level and cleared with a moderately rectangular shape. It is within a local development with adequate access to the areas roadway network. The soil characteristics and land capabilities throughout most of the tract appear to be conducive to many of the permitted and conditional uses.

Overall, the property appears to be best suited residential development.

Financially Feasible addresses which of the legally permissible and physically possible uses are capable of producing an income, or return, equal to or greater than the amount needed to satisfy operating expenses, financial obligations and capital amortization. Those uses that are capable of producing a positive return are considered to be financially feasible. However, in order to receive serious consideration as a highest and best use, there must be a reasonable expectation that the use will provide a sufficient return (*or yield*) to attract investment capital.

In terms of market demand, the subject is located within a community that experienced tremendous growth of single family housing in the late 1990's and early 2000's with limited development since due to limited sites available. The subject offers an average location within an area that offers a mix of uses including residential, professional office, retail, and recreational.

The site offers average physical characteristics for development of a single family dwelling, which is considered financially feasible.

Maximally Productive addresses the one use that is capable of providing the highest return to the property.

Development of the site with a residential use is considered probable due to the subject's location within a desirable community that is generally built-out with limited newer residential development. In this regard, the subject parcel should be developed as a single-family residential use.

Highest & Best Use "As Improved"

The property, as improved, is again examined under the same four use criteria previously considered. Where a site has existing improvements on it, it is possible that the highest and best use of the land may be determined to be other than its existing use. Any difference between the highest and best use as vacant and as improved will indicate the various forms of depreciation and obsolescence present at the property or affecting the property.

In evaluating the highest and best use, as improved, the existing property improvements have been considered as well as a conversion of the property to another use, and/or expansion of the present building. The existing improvements represent a single family residence that appeared to be in average overall condition offering 2,153 SF of gross living area and an attached garage

situated on (15,560 SF) 0.36 acres of land that still contribute significantly to the land. I have concluded that continued use as improved is the highest and best use as improved.

Section 5: Valuation of the Subject – Before the Taking

Valuation Process

An appraisal is an estimation of value. In order to arrive at an estimate of market value for a given property, special attention must be given to the typical purchaser who would be interested in that particular type of property.

The appraisal process consists of an orderly program by which the appraisal problem is defined and data relating to the subject and its market is collected, analyzed, and interpreted into an estimate of value. There are three basic approaches that must be considered by the appraiser in the estimation of market value. These approaches to value are known as the **Income Capitalization, Sales Comparison, and Cost Approaches**. Each approach must be considered and the relevant approaches are developed and then reconciled into a market value estimate.

The **Sales Comparison Approach** is a procedure, which has as its premise a comparison of the subject property with recent sales of properties having varying degrees of similarity to the subject. Units of comparison are developed and each comparable sale is analyzed in comparison to the subject. This approach to value has been developed and relied upon in the development of the market value estimate for the subject's land area.

The **Income Capitalization Approach** is a procedure that converts anticipated benefits (*dollar income or amenities*) to be derived from the ownership of property into a value estimate.

The **Cost Approach** is a procedure that consists of estimating the replacement or reproduction cost new of the building and site improvements, adding entrepreneurial profit and land value, and subtracting all forms of depreciation.

Method(s) Applied

Since the taking does not impact the subject's building improvements, only the value of the underlying land has been estimated. The value of the subject's site has been estimated utilizing the Sales Comparison Approach. This is considered to be the best indicator of value for a property like the subject. The Income Capitalization Approach and Cost Approach were also considered, but not developed, since only the valuation of the land was necessary.

Sales Comparison Approach (Land Only)

In the Sales Comparison Approach, market value is estimated by comparing the subject property to similar properties that have been sold recently or for which offers to purchase have been made. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties.⁵

Inherent in this approach to value is the principle of substitution, which holds that *"the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time."*⁶ It is applicable to all types of real property interests when there are sufficient recent reliable transactions to indicate value patterns in the market. When the number of market transactions is insufficient, the applicability of the sales comparison approach is limited.

The basic procedure to apply the Sales Comparison Approach is shown as follows:

1. Research recent comparable sales, listings and offerings information throughout the market area.
2. Verify that the obtained data is factually accurate and that each transaction reflects arm's length market considerations.
3. Select relevant units of comparison and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using the elements of comparison and adjust the sale price of each comparable as compared to the subject property.
5. Reconcile the various value indications resulting from the analysis of comparable sales to a single value indication or a range of values.

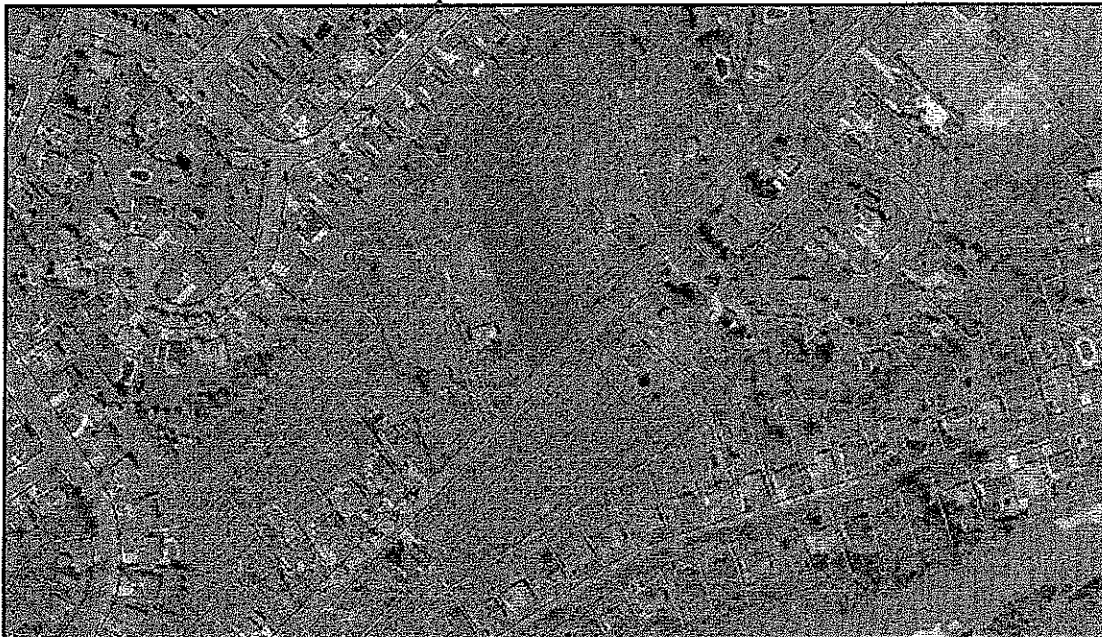
In the valuation of the subject property the basis of comparison utilized in our analysis is overall sale price, which is how the market would compare this type of property. The research was primarily focused within Washington Township for residential building lots that offered similar location, size, zoning, and development potential.

A summary of each comparable sale used within the analysis is shown on the following pages followed by the Comparable Sales Adjustment Analysis for the subject property and a discussion of the adjustments made by the appraiser. Adjustments have been considered for various factors that would influence value, such as location, land area, zoning, physical characteristics, and utilities. An analysis has been made of the properties that are considered to be comparable to the subject property.

⁵ Ibid, p. 397.

⁶ Ibid, p. 398.

Comparable Land Sale #1



Location Data

Address: 224 Wilson Road
Washington Township
County: Gloucester County

Legal Data

Date of Sale: 2/3/2012
Deed Book/Page: 4938/253
Grantor: Clarence & Theresa Brining
Grantee: Patriot Building & Remodeling
Consideration: \$100,000
Assessor Tax ID: Block 198.25, Lot 6.04
Zoning: PR-1, Planned Residential
Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 75,900
Land Area (Acre): 1.74
Frontage (feet): 150' (86' per acre)
Shape: Rectangular
Topography: Mostly level and heavily wooded
Wetlands: None
Utilities: Well & septic
Street Access: Adequate

Financial Data

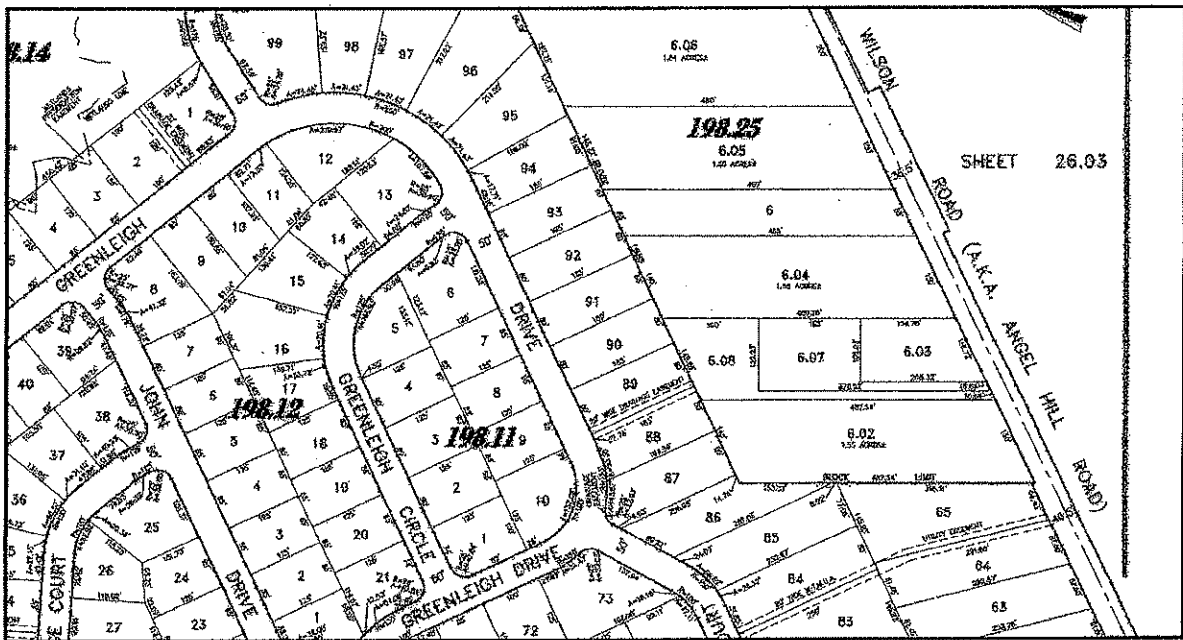
Verified With:	Lorraine Flynn, Listing Agent
Conditions of Sale:	Market
Financing:	Cash

Sale Indications

Highest and Best Use at time of sale:	Residential development
Field Inspection Date(s):	March 13, 2012
Overall Site Price:	\$100,000
Comments:	Reportedly, the transaction was arms length. The property was vacant and listed for sale for almost 2 years with an asking price of \$130,000. It was sold without contingencies or development approvals in place.

The property is located along a local road offering sufficient frontage and depth for residential development. It is heavily wooded with a mostly level topography that does not appear to be impacted by any wetlands.

Tax Map Comparable Land Sale 1



Comparable Land Sale #2



Location Data

Address: 5 Elk Court
Washington Township, NJ
County: Gloucester County

Legal Data

Date of Sale: 5/26/2011
Deed Book/Page: 4876/40
Grantor: Group Ten Builders Inc.
Grantee: Bruce Paparone Inc.
Consideration: \$140,000
Assessor Tax ID: Block 19, Lot 10.09
Zoning: R, Residential
Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 32,234
Land Area (Acre): 0.74
Frontage (feet): 148' (200' per acre)
Shape: Moderately Irregular
Topography: Mostly level and cleared
Wetlands: None
Utilities: All public
Street Access: Adequate

Financial Data

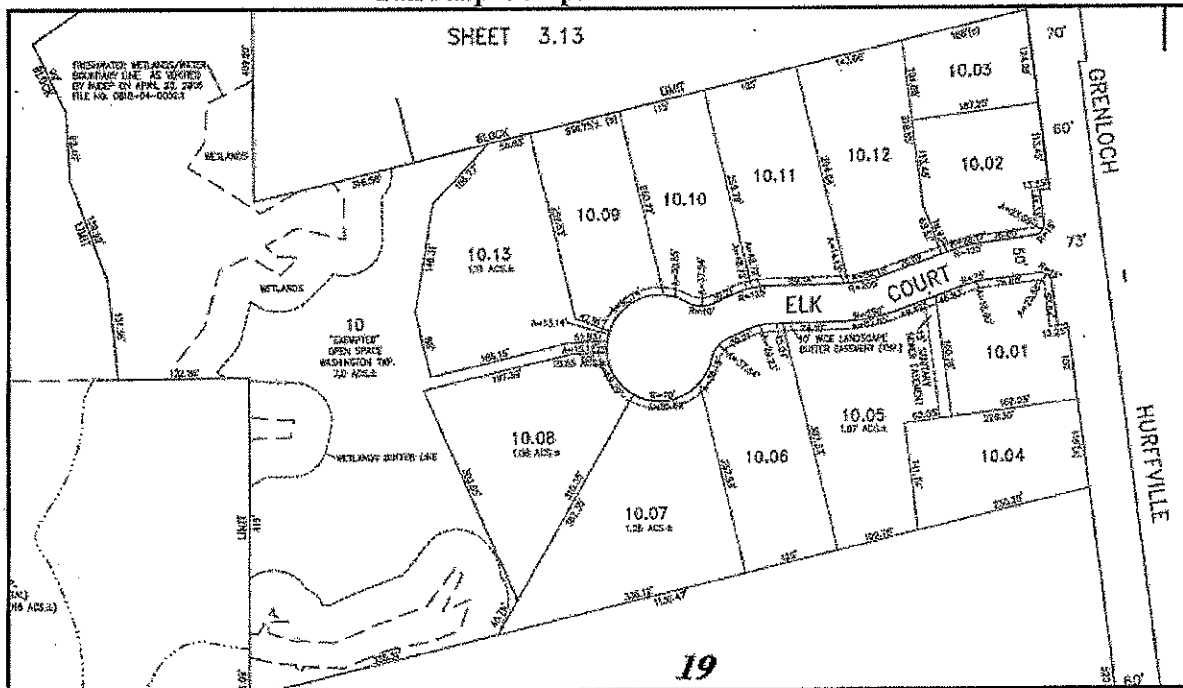
Verified With:	Mitchell Zbik, Representative of Grantor
Conditions of Sale:	Market
Financing:	Cash

Sale Indications

Highest and Best Use at time of sale:	Development of a single family residence
Field Inspection Date(s):	March 13, 2012
Overall Site Price:	\$140,000
Comments:	Reportedly, the transaction was arms length. This sale represents the acquisition of one of two building lots located in a newer cul de sac located off of Hurffville Grenloch Road. The grantee is a builder who purchased two lots, each for \$140,000 and has subsequently constructed single-family residences to market for sale.

The property is located within a cul de sac that sits adjacent to an elementary school along Hurffville Grenloch Road. The lot offers sufficient frontage and depth for development of a residence with a mostly level and cleared topography.

Tax Map Comparable Land Sale 2



Comparable Land Sale #3



Location Data	
Address:	6 Wooded Way Washington Township, NJ
County:	Gloucester County
Legal Data	
Date of Sale:	8/23/2010
Deed Book/Page:	4813/88
Grantor:	Rudolph & Margaret Buchwald
Grantee:	Lisa Warech
Consideration:	\$104,000
Assessor Tax ID:	Block 192.21, Lot 3
Zoning:	PR-1, Planned Residential
Real Property Rights Conveyed:	Fee simple
Site Data	
Land Area (SF):	6,611
Land Area (Acre):	0.15
Frontage (feet):	69' (460' per acre)
Shape:	Moderately Rectangular
Topography:	Mostly level and cleared
Wetlands:	None
Utilities:	All public available
Street Access:	Adequate

Building Improvements

Existing Improvements: None

Financial Data

Verified With: Fred Caltabiano, Listing Agent

Conditions of Sale: Market

Financing: Cash

Sale Indications

Highest and Best Use at time of sale: Development of a single family residence

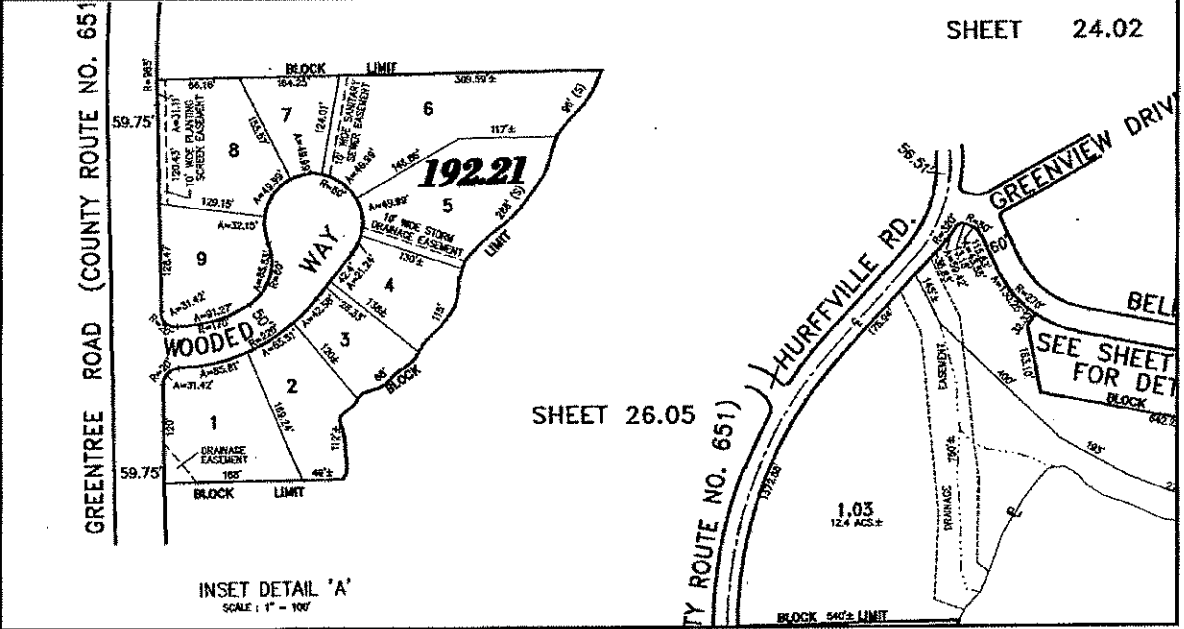
Field Inspection Date(s): March 13, 2012

Overall Site Price: \$104,000

Comments: Reportedly, the transaction was arms length. The property was listed with Weichert Realtors for approximately 2 months prior to going under agreement.

The property is located in the central portion of the township and is situated on Bells Lake, just off Greentree Road. Wooded Way is a built-out cul-de-sac with mostly older homes surrounding. The uses are mostly residential with an elementary school located in close proximity. The site is mostly level and cleared with no wetlands.

Tax Map Comparable Land Sale 3



Comparable Land Sale #4



Location Data

Address: 24 Spring Lake Avenue
Washington Township, NJ
County: Gloucester County

Legal Data

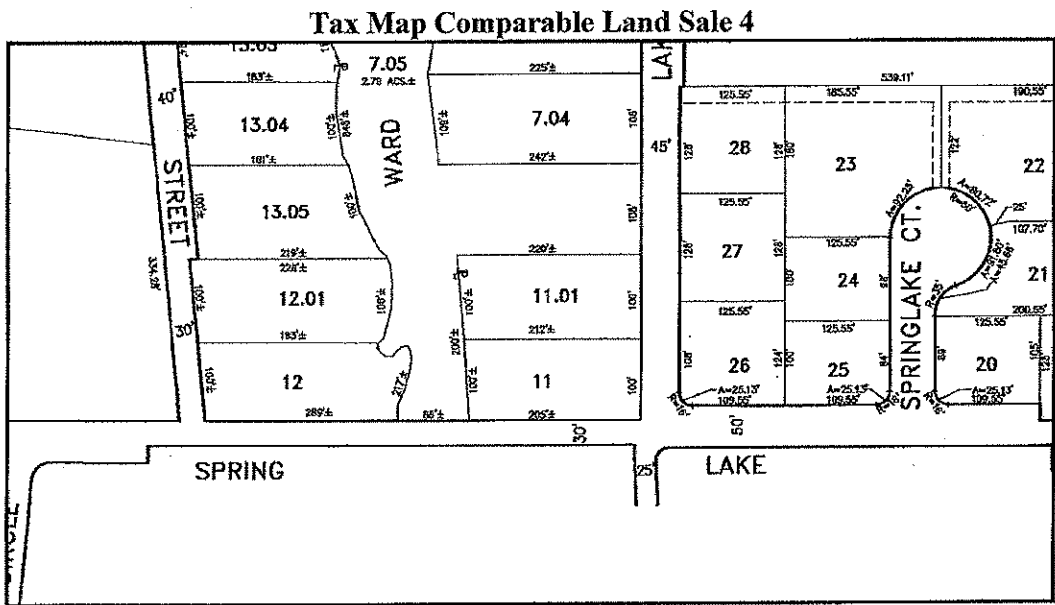
Date of Sale: 10/26/2009
Deed Book/Page: 4740/113
Grantor: Sandra Bennett & Richard Crean
Grantee: Carmen Carusone
Consideration: \$60,000 Deeded Consideration
\$ 5,000 Estimated Demolition
\$65,000 Total Consideration
Assessor Tax ID: Block 83.01, Lot 12
Zoning: R, Residential
Real Property Rights Conveyed: Fee simple

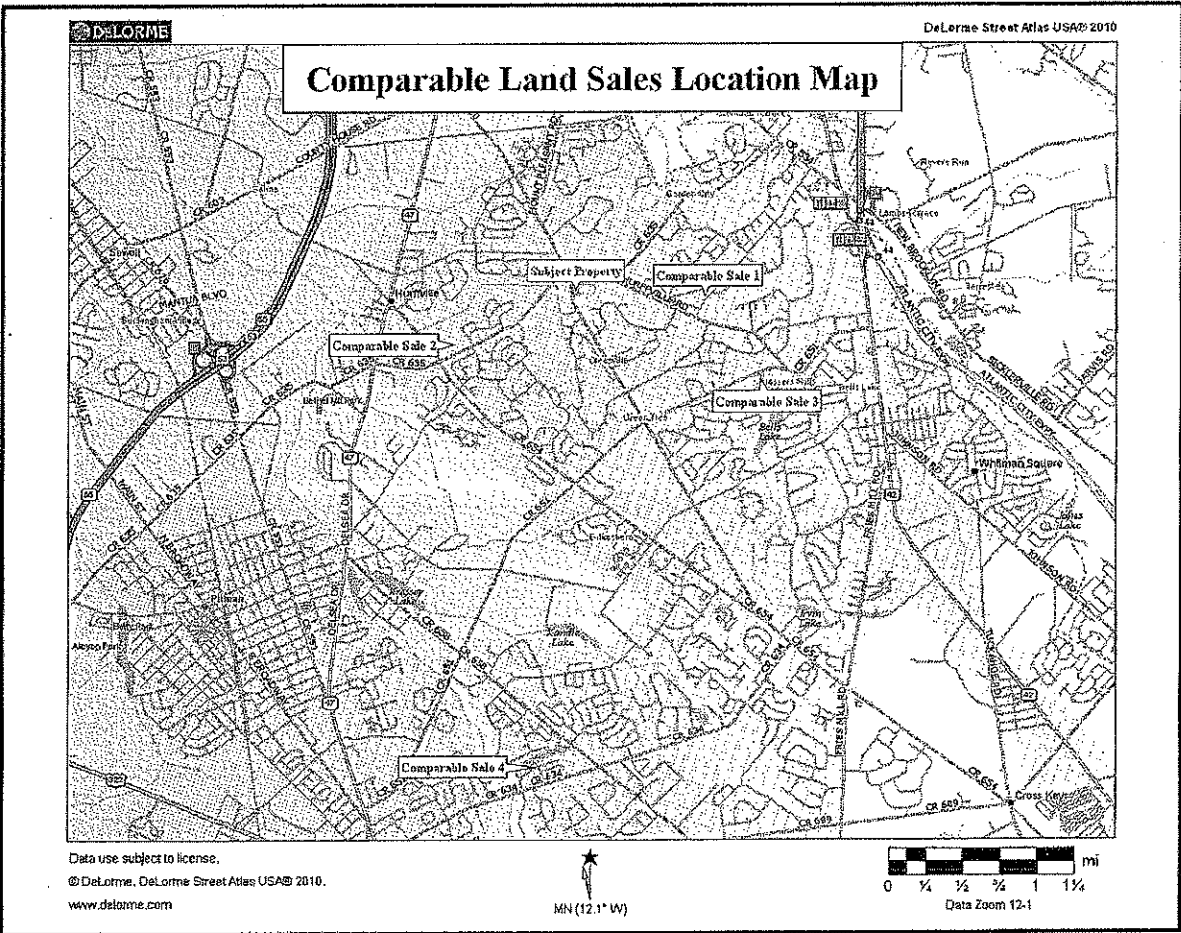
Site Data

Land Area (SF): 24,779
Land Area (Acre): 0.57
Frontage (feet): 389' (682' per acre)
Shape: Moderately Rectangular
Topography: Mostly level and partially wooded
Wetlands: None
Utilities: Public sewer (well & septic on site)
Street Access: Adequate

Building Improvements	
Existing Improvements:	370 SF Dwelling in poor condition
Financial Data	
Verified With:	Karen Salcedo, Listing Agent
Conditions of Sale:	Market
Financing:	Cash
Sale Indications	
Highest and Best Use at time of sale:	Demolition for development of a single family residence
Field Inspection Date(s):	March 13, 2012
Overall Site Price:	\$65,000
Comments:	Reportedly, the transaction was arms length. The property was listed with Century 21 Hughes Riggs Realty for approximately 9 months prior to going under agreement. It is improved with a 370 SF older dwelling in poor condition that would be demolished for the construction of a new residence. Demolition has been estimated at \$5,000. The site does not meet the minimum lot size requirement, but given that it is improved, a variance would seem likely. The property has been listed for sale with ReSales & Investment Realty since November 2011 with a current asking price of \$75,000.

The property is located in the southwestern portion of the township just off Fish Pond Road. The uses are mostly residential with a social lodge and religious facility located along Fish Pond in close proximity. The site is situated along Ward Lake, a small lake, offering a mostly level and partially wooded topography and no known wetlands.





Comparable Land Sales Adjustment Analysis Before the Taking					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price	N/A	\$100,000	\$140,000	\$104,000	\$65,000
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Financing/Concessions	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Conditions Of Sale	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Market Conditions	Mar-12	Feb-12	May-11	Aug-10	Oct-09
# of Months Requiring Adj.	N/A	1	10	19	29
Adjustment Required/Year	0%	0%	0%	0%	0%
		\$100,000	\$140,000	\$104,000	\$65,000
Other Adjustments:					
Location	Average	Comp	Superior	Superior	Comp
Adjustment	N/A	0%	-20%	-20%	0%
Land Area (SF)	15,560	75,900	32,234	6,611	24,779
Adjustment	N/A	-20%	-10%	20%	0%
Zoning	Pre-1 Residential	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Physical Characteristics	Average	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Utilities	All Public	Inferior	Comparable	Comparable	Inferior
Adjustment	N/A	10%	0%	0%	10%
Net- Other Adjustments	N/A	-10%	-30%	0%	10%
Adj Sale Price	N/A	\$90,000	\$98,000	\$104,000	\$71,500
Analysis of Comparables					
Net Adjustments (Including Market Conditions)		-10%	-30%	0%	10%
Gross Adjustments (Including Market Conditions)		30%	30%	40%	10%
Comparable Weighting:		25%	25%	25%	25%
	Before Adjustments	After Adjustments			
Low End of Range	\$65,000	\$71,500			
High End of Range	\$140,000	\$104,000			
Average:	\$102,230	\$90,875			
Median	\$102,090	\$94,000			
Weighted Average	\$102,250	\$90,875			
Estimated Market Value Via Sales Comparison (Rounded)			\$90,000		

Discussion of Adjustments for the Land Sales Analysis

Property Rights Conveyed

Each comparable sale reflected the purchase of the fee simple estate, while the market value of the fee simple estate is being estimated for the subject. Therefore, no adjustment appeared to be warranted.

Financing Terms

Neither sale concessions nor atypical financing arrangements were reported during the verification of each comparable sale. Thus, no adjustment appeared to be warranted.

Conditions of Sale

No atypical conditions of sale were reported during our verification of each comparable. Thus, no adjustment was warranted.

Market Conditions

An adjustment for market conditions is made if, since the time the comparable sales were transacted, general property values have appreciated/depreciated slightly higher than inflation. The sale prices for this type of property have shown a general stabilization since 2009 and thus no adjustment appeared to be warranted.

Location: The subject property is located at the intersection of a County Route and local roadway amongst a variety of uses including commercial, residential and industrial. It offers adequate access to the area's highway network. Sales 2 and 3 offered superior locations along private courts and required downward adjustment. Sales 1 and 4 offered comparable locations and did not require adjustment.

Land Area: The subject offers 15,560 SF of land area. Larger sites will typically allow for a builder to construct a larger home, while smaller sites will typically offer smaller building improvements. As such, developers/builders will pay slightly higher per unit rates for larger sites and lower rates for smaller sites. Sales 1 and 2 required downward adjustment for superior site size, while sale 3 required upward adjustment for inferior site size. Sale 4 was comparable in size and did not require adjustment.

Zoning: The subject is located within the PR-1, Planned Residential district that allows for a variety of uses including residential and commercial. Each of the land sales offered relatively similar zoning and did not require adjustment.

Physical Characteristics: The physical characteristics of the subject property and each comparable is summarized in the following table. Lots with greater street frontage/acre and/or number of street frontages require downward adjustment, while those with less street frontage/acre and/or number of street frontages require upward adjustment.

The table also demonstrates the type of adjustment required for differences in frontage, shape, and topography. Each sale is adjusted accordingly.

Physical Characteristics				
	Land Area (Acres)	Frontage (LF)	Shape	Topography
Subject	0.36	153'	Mod. Rectangular	Mostly level/cleared
Sale 1	1.74	150'	Mod. Rectangular	Level/wooded
Adj. Required	N/a	N/a		
Sale 2	0.74	148'	Mod. Rectangular	Level/cleared
Adj. Required	N/a	N/a		
Sale 3	0.15	69'	Mod. Rectangular	Mostly Level
Adj. Required	N/a	N/a		
Sale 4	0.57	389'	Mod. Rectangular	Mostly Level/wooded
Adj. Required	N/a	N/a		

Utilities: The subject offers access to all public utilities. Sale1 did not offer access to public utilities and sale 4 did not offer access to public water, each was adjusted accordingly. Sales 2 and 3 were comparable to the subject and no adjustment was required.

Conclusions of the Sales Comparison Approach

Each comparable sale used in the analysis provides a reasonable indication of the subject's market value and was considered the best available as of the valuation date. None of the chosen sales reflected atypical concessions or financing. Based on the analysis of the most recent comparable sales, the market value of the subject's land is estimated at **\$95,000** (*Equivalent to 15,560 SF @ \$6.11/SF, rounded*).

Summary of Value Indications - Before the Taking (Land Only)

Cost Approach.....	N/A
Sales Comparison Approach.....	\$95,000
Income Capitalization Approach.....	N/A

Correlation and Final Value Estimate - Before the Taking (Land Only)

During the analysis, it was found that the Sales Comparison Approach to value provided the best and most reliable indication of the subject market value. It was developed, since this type of property is often purchased on this basis. After making the appropriate adjustments to each comparable sale, a reliable market value estimate resulted.

The Income Capitalization Approach and Cost Approach were also considered, but not developed since only the value of the subject's underlying land has been estimated. After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated **Market Value** for the **Fee Simple Interest** of the subject's land only Before the Taking as of March 16, 2012 was:

NINETY FIVE THOUSAND DOLLARS
(\$95,000)

Section 6: Nature of Taking

The Gloucester County Department of Engineering is proposing to reconfigure Egg Harbor Road (County Route 630) from Hurffville-Grenloch Road to Ganttown Road, which will include road realignment, adding a center lane for turning, and modifying the major intersections. To accomplish this, the existing ROW (Right of Way) must be expanded in order to accommodate the realignment, which requires the acquisition of land from property owners along the proposed areas. The following section details the proposed taking area as it applies to the subject property.

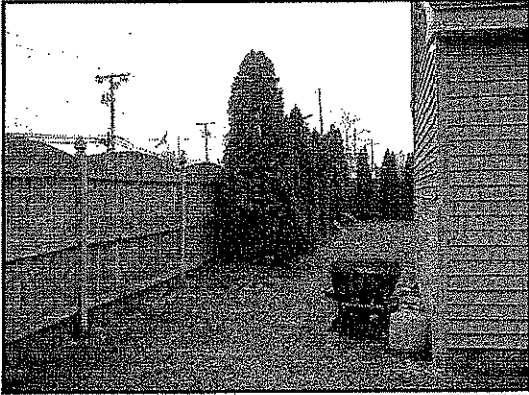
Description of Taking

The taking involves one non-exclusive roadway improvement easement. The taking is described in the following chart:

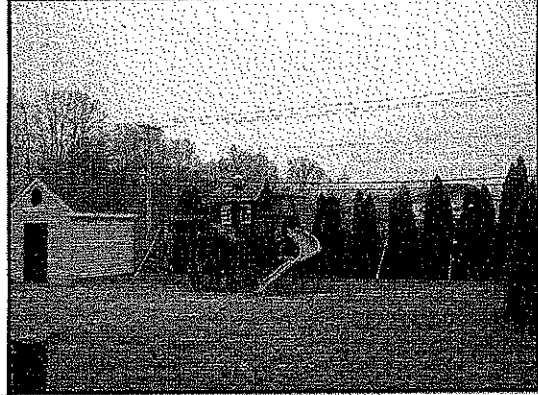
Non-Exclusive Roadway Improvement Easement - Parcel RE2 (Shown in Red on Parcel Map)	
Interests Acquired:	Permanent, partial rights
Land Area/Dimensions:	750 SF (0.02 acres) (10' in depth by 75' in length)
Description/Location:	Moderately rectangular in shape and located along the Egg Harbor Road frontage, which is considered the rear of the property.
Property Owner's Future Right of Use:	The owner, or its assigns, will retain the right to use and maintain the area, but cannot construct any buildings or structures.
Improvements Within Taking Area:	The taking will traverse across the subject's rear yard area which is improved with a wood fence, a

sprinkler system, landscape shrubbery, and a shed built on a concrete slab that is situated right at the proposed new ROW line and does not appear that it could be relocated as it is built onto the slab.

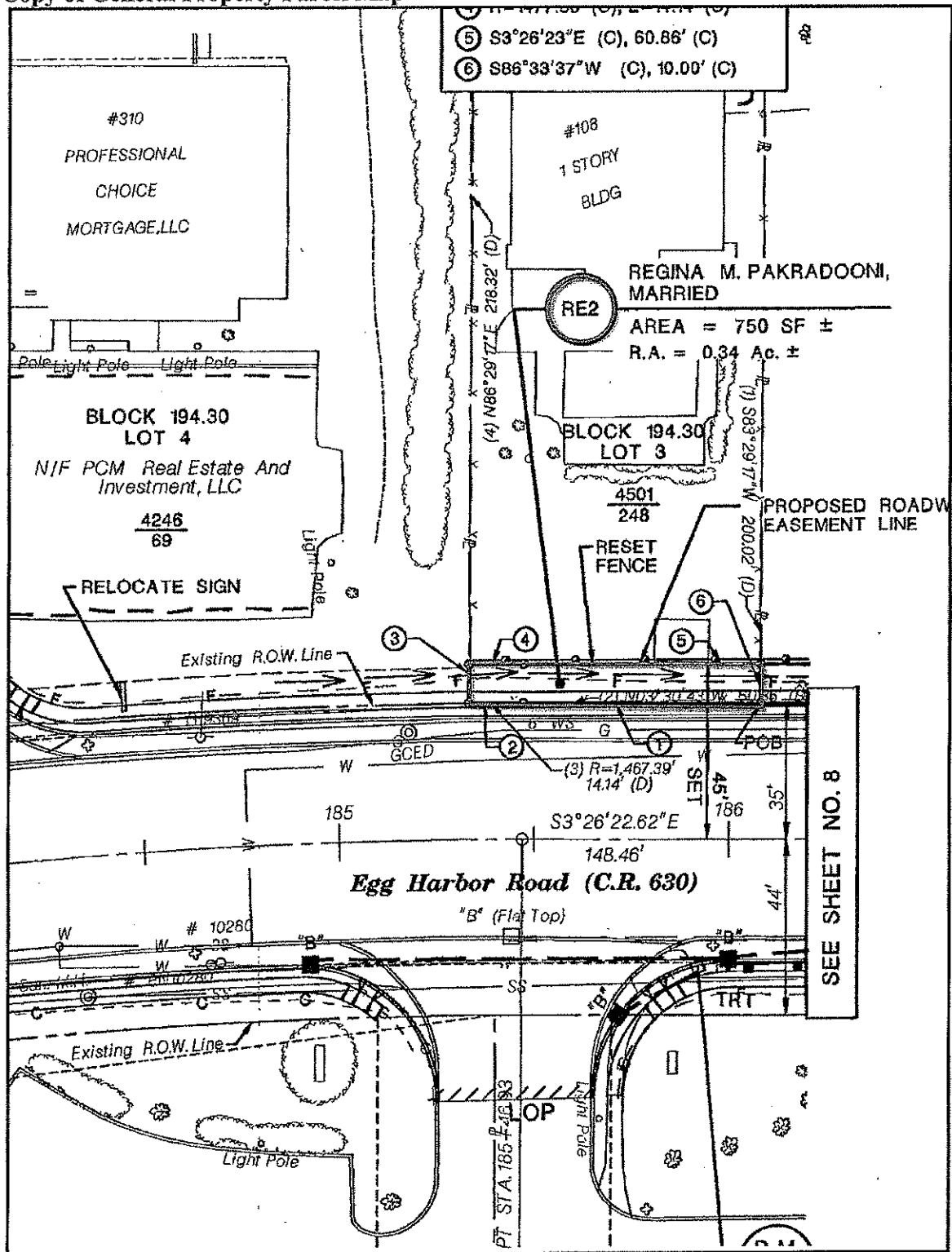
Northerly View of Taking Area



Westerly View of Taking Area



Copy of General Property Parcel Map



* Red outline is the appraiser's representation of the taking area.

Section 7: Valuation of the Subject - After the Taking**Description of Remainder**

The property will continue to offer most of the same physical characteristics as before the taking. After the Taking, the site's physical characteristics are shown as follows:

Physical Characteristics of the Site (After the Taking)	
Total Site Area (Fee Simple):	14,810 square feet or 0.34 acres
% Fee Simple Land Area Reduced:	4.82%
Frontage:	Same as before the taking
Shape of Tract:	Moderately rectangular
Topography:	Same as before the taking.
Access:	Same as before the taking.
Corner Influence:	No
Easements:	There will be a Non-Exclusive Roadway Improvement Easement along Egg Harbor Road.
Encroachments:	Same as before the taking.
Parking:	Same as before the taking.
Damages:	No damages to the remainder are anticipated. The highest and best use of the subject remains the same as Before the Taking and the taking does not impact its potential to be developed as if vacant or the continued use as a residence.

Highest & Best Use -- As if Vacant (After the Taking)

After considering each of the four criteria, the highest and best use of the property, As if Vacant, remains the same as in the Before the Taking analysis and is determined to be development in accordance with zoning, likely a residential use.

Highest & Best Use -- As Improved (After the Taking)

After considering each of the four criteria, the highest and best use of the property, As Improved, remains the same as in the Before the Taking analysis and is determined to be continued use as improved.

Appraisal Process

Again, each of the three traditional approaches to value has been considered in estimating the market value of the subject. The market value indication for the subject's land area was again developed via the Sales Comparison Approach for the same reasons as it was developed in the "Before the Taking" and the same set of sales has been utilized.

Sales Comparison Approach - After the Taking (Land Only)

A market value for the subject's land area has been developed through the Sales Comparison Approach. The same comparable sales have again been considered in the After the Taking analysis. The adjustment chart is shown on the following page. Therefore, the After the Taking value of the subject's land via the Sales Comparison Approach is estimated at **\$90,100**.

Comparable Land Sales Adjustment Analysis After the Taking					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price	N/A	\$100,000	\$140,000	\$104,000	\$65,000
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Financing/Concessions	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Conditions Of Sale	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Market Conditions	Mar-12	Feb-12	May-11	Aug-10	Oct-09
# of Months Requiring Adj.	N/A	1	10	19	29
Adjustment Required/Year	0.0%	0%	0%	0%	0%
		\$100,000	\$140,000	\$104,000	\$65,000
Other Adjustments:					
Location	Av. 1225	Comp	Superior	Superior	Comp
Adjustment	N/A	0%	-20%	-20%	0%
Land Area (SF)	34,810	75,900	32,234	6,611	24,779
Adjustment	N/A	-20%	-10%	20%	0%
Zoning	Plat Residential	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Physical Characteristics	Average	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Utilities	All Public	Inferior	Comparable	Comparable	Inferior
Adjustment	N/A	15%	0%	0%	10%
Net- Other Adjustments	N/A	-5%	-30%	0%	10%
Adj Sale Price	N/A	\$95,000	\$98,000	\$104,000	\$71,500
Analysis of Comparables					
Net Adjustments (Including Market Conditions)		-5%	-30%	0%	10%
Gross Adjustments (Including Market Conditions)		35%	30%	40%	10%
Comparable Weighting:		25%	25%	25%	25%
	Before Adjustments	After Adjustments			
Low End of Range	\$65,000	\$71,500			
High End of Range	\$140,000	\$104,000			
Average	\$102,250	\$92,125			
Median	\$102,000	\$95,500			
Weighted Average	\$102,250	\$92,125			
Estimated Market Value Via Sales Comparison (Rounded)				\$95,000	
Estimated Market Value Per SF of Land (MV/Before Land area)			\$6.41		
Taking Area (SF)			750		
Less: Estimated Market Value of Taking Area (Rounded)				(\$4,900)	
Estimated Market Value After the Taking (Rounded)				\$90,100	

Compensation for Site Improvements

Compensation must also be made for any site improvements that will be permanently impacted by the taking. The taking will traverse across the rear portion of the subject's yard, which is improved with landscaping, fencing, sprinkler system, and shed. The landscaping within the taking includes 14 large arborvitaes, 95 LF of wood fencing, sprinkler system, and a 12'x 11 shed on a concrete slab.

The depreciated value of the site improvements has been estimated utilizing the Marshall Valuation Service, while the depreciation has been estimated using the age/life method.

Estimated Value of Site Improvements within Taking								
Description	Section-Page	Amount	Unit Count	Replacement Cost Per Unit*	Effective Age (Years)	Average Life (Years)	Remaining Life 100% - Age/Life	Depreciated Value
Landscape shrubs (Large)	66-8	14	Each	\$166.85	N/A	N/A	100%	\$2,336
Sprinkler System	66-8	750	SF	\$0.95	5	18	72%	\$516
6' Wood Fencing	66-5	95	LF	\$27.44	4	8	50%	\$1,303
12' x 11' shed	17-25	132	LF	\$11.19	8	20	60%	\$886
Concrete Slab	63-10	144	SF	\$7.03	8	20	60%	\$608
Estimate of the Depreciated Value of the Site Improvements:								\$5,649
Rounded To:								\$5,700
Local Multiplier						1.18		
Cost Multiplier						1.01		
* Includes multipliers								

Damages to the Remainder

No damages to the remainder are anticipated, since the property, as improved, will continue to offer the same highest and best use, location and similar physical attributes as Before the Taking.

Cost to Cure

As previously discussed, any potential damage to the remainder has been compensated within the estimation of value After the Taking.

Correlation and Final Value Estimate - After the Taking

Again, it was found that the Sales Comparison Approach to value provided the best and most reliable indication of the subject's market value. Thus, the resulting market value estimate for the property, After the Taking, is summarized as follows:

	Sales Comparison	Income Approach	Cost Approach
Market Value Conclusion After The Taking	\$ 90,100	N/A	N/A
Less: Compensation for Site Improvements	(\$5,700)		
After Value Reflecting All Damages	\$84,400		
Reconciled Value After the Taking	\$84,400		

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated **Market Value** for the **Fee Simple Interest** of the subject's land only After the Taking as of March 16, 2012 is:

EIGHTY FOUR THOUSAND FOUR HUNDRED DOLLARS
(\$84,400)

Section 8: Conclusion and Justification

In the final reconciliation, the appraiser must insure that the approaches and methods used relate to the real property interest being appraised, the definition of value under consideration, and the purpose and use of the appraisal. In the analysis of the subject, each of the three traditional approaches to value has been considered in estimating value for the takings of the subject property. The following value estimates were derived by each approach employed:

The following is a summary of the value estimates Before and After the Taking, as well as the estimated value of the taking.

Value Before \$95,000

Value After \$84,400

Value of Part Taken & Damages to Remainder \$10,600

During the analysis, it was found that the Sales Comparison Approach was the only reliable indicator to estimate the market value of the taking and any damages to the remainder, since properties within this market are typically purchased on this basis. Comparable land sales were analyzed based on their overall sale price and converted into a price per square foot of land area. After making the appropriate market adjustments to each comparable sale, a reliable market value estimate resulted.

The Income Capitalization Approach was also considered but was not developed, since an adequate supply of comparable lease information was not found for undeveloped land zoned for this type of use. In addition, this approach to value does not reflect the typical motivations of land purchasers within the market.

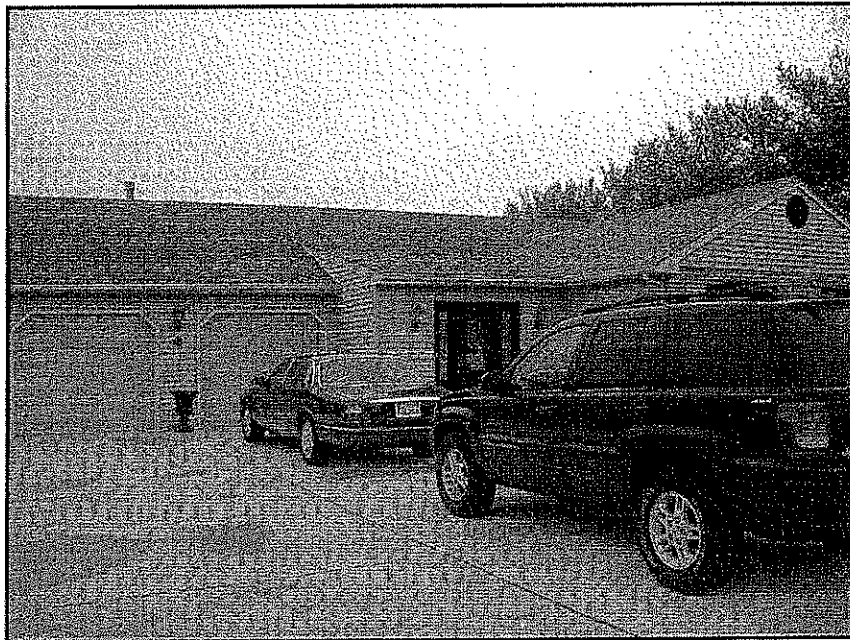
The Cost Approach was also considered, but not developed, since only the value of underlying land has been estimated.

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated **Market Value** for the Takings and Damages to the Remainder as of **March 16, 2012** is:

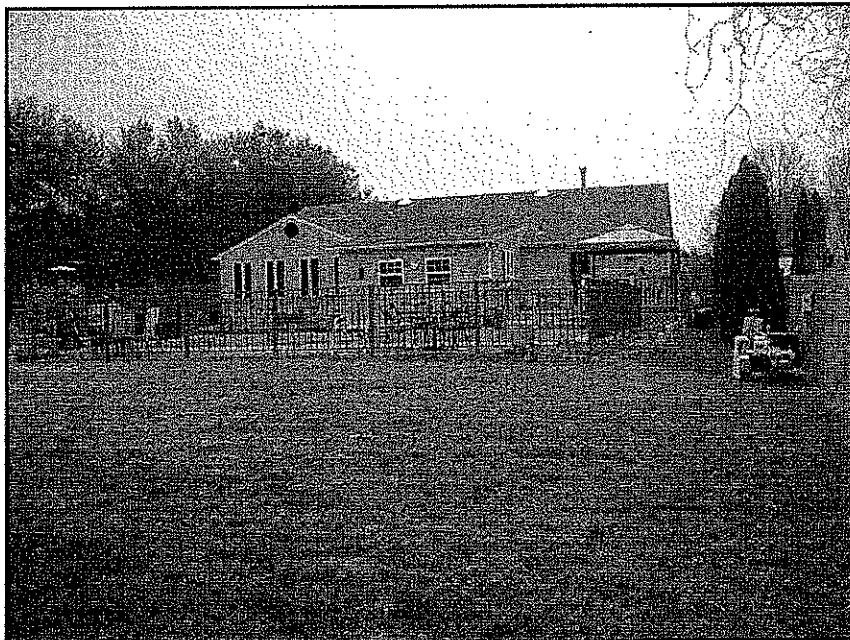
TEN THOUSAND SIX HUNDRED DOLLARS
(\$10,600)

Section 9: Addenda

Photographs of the Subject Property



Westerly View of Subject - Front (Taken by ARC on 3/16/2012)

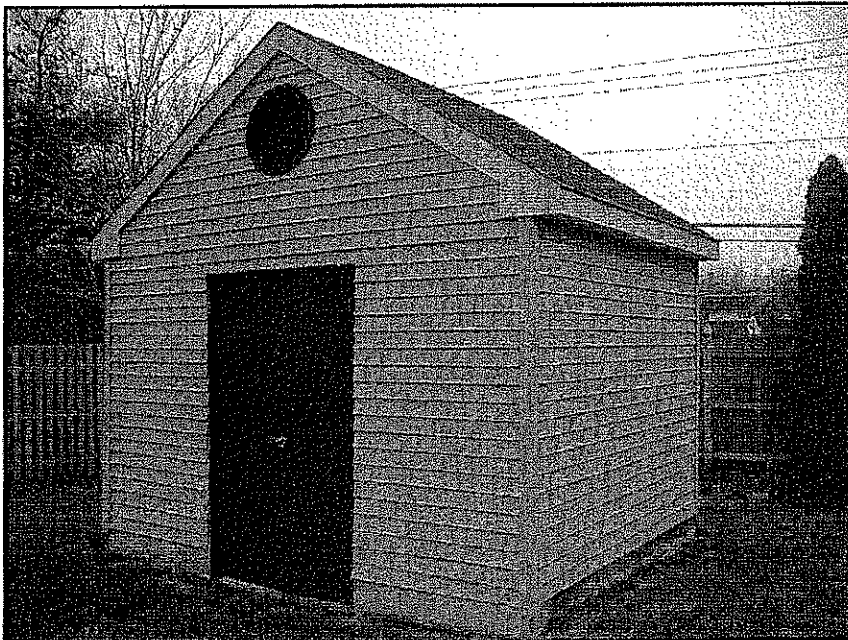


Westerly View of Subject - Rear (Taken by ARC on 3/16/2012)

Photographs of the Subject Property

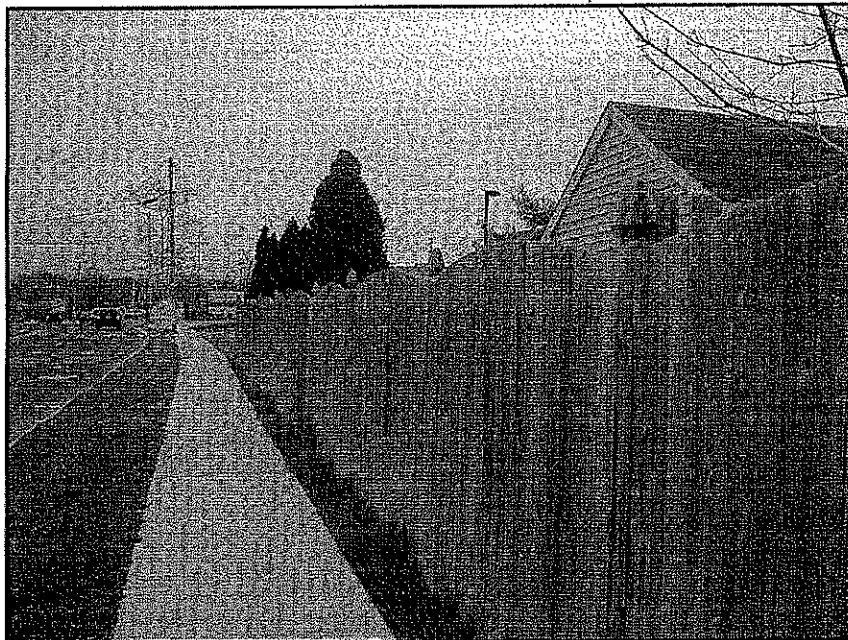


Westerly View of Subject from Egg Harbor Road (Taken by ARC on 3/16/2012)

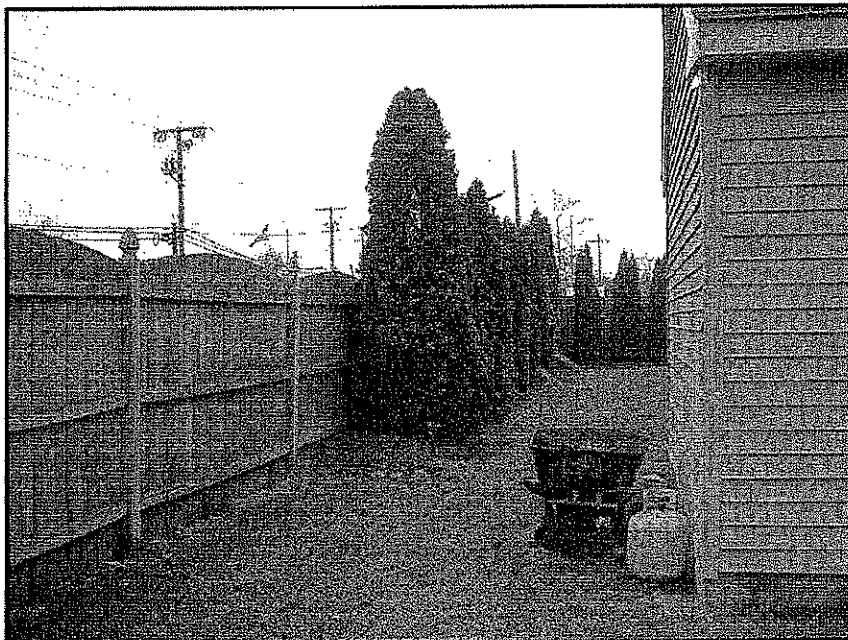


View of Shed (Taken by ARC on 3/16/2012)

Photographs of the Subject Property

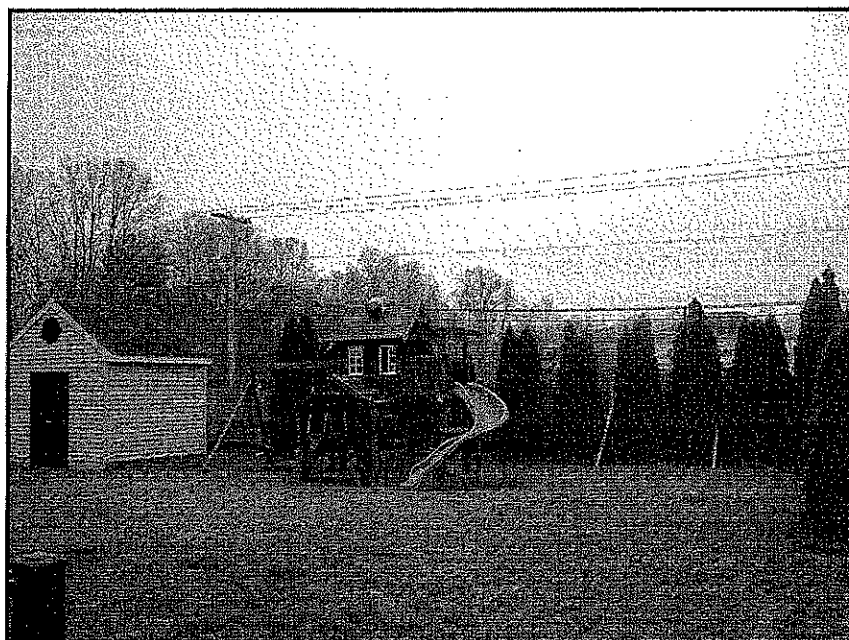


Northerly View along Taking Area (Taken by ARC on 3/16/2012)



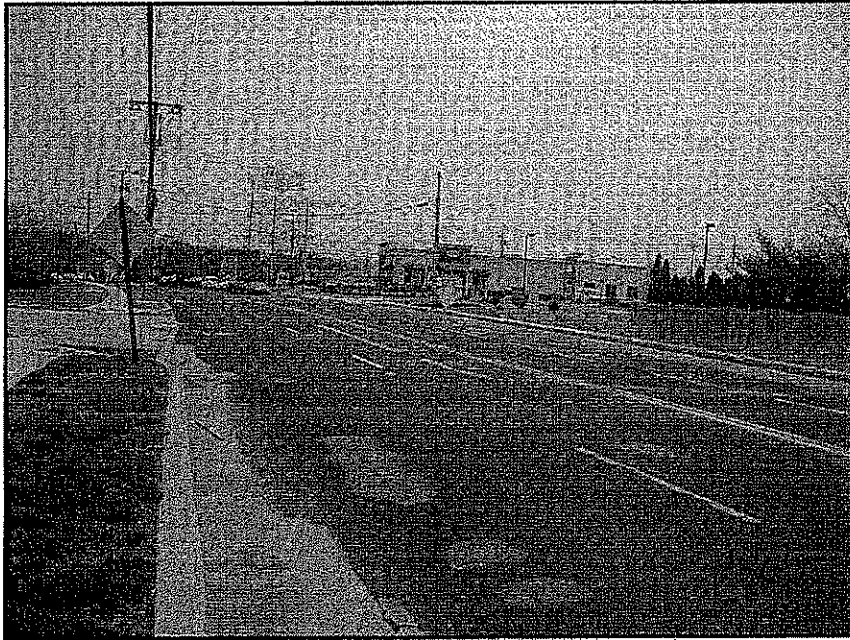
Northerly View along Taking Area (Taken by ARC on 3/16/2012)

Photographs of the Subject Property



Westerly View of Taking Area (Taken by ARC on 3/16/2012)

Photographs of the Subject Property



Northerly View along Egg Harbor Road (Taken by ARC on 3/16/2012)

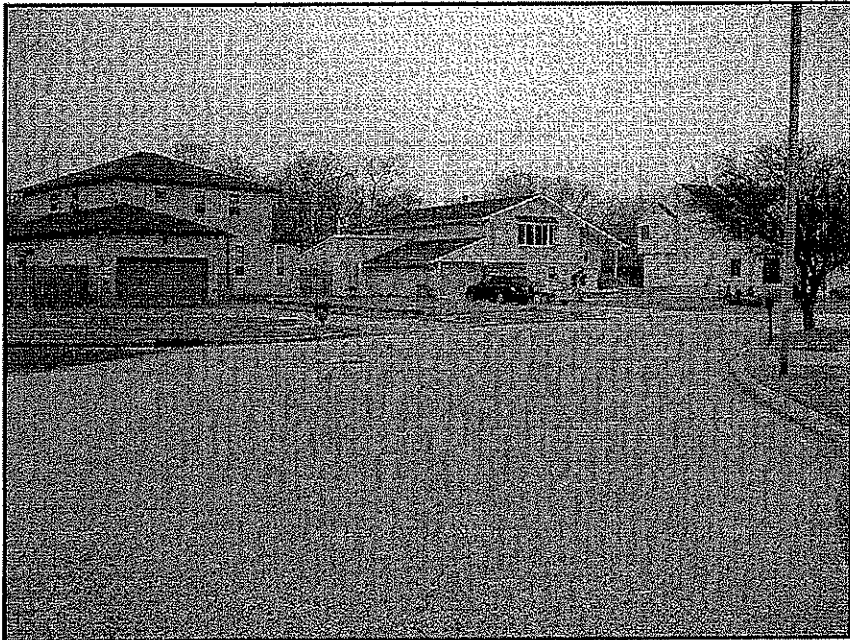


Southerly View along Egg Harbor Road (Taken by ARC on 3/16/2012)

Photographs of the Subject Property



Northerly View along Raymond Drive (Taken by ARC on 3/16/2012)



Southerly View along Raymond Drive (Taken by ARC on 3/16/2012)

Portion of Zoning Ordinance ARTICLE XI. PR-1 Planned Residential One District

§ 285-53. Purpose.

A. It is the purpose of the PR-1 Planned Residential One District to permit single-family developments to be built on lands formerly zoned rural and designated in the Master Plan as R/L1, provided that additional design and performance criteria are met to the satisfaction of the Planning Board. After a tract of rural land has been granted rezoning to PR-1, the applicant may reduce the size of lots to the dimensions specified in this article. However, the total number of units permitted may not exceed 1.6 units per gross acre.

B. Freshwater wetlands, as defined in the New Jersey Fresh Water Wetlands Protection Act of 1987, N.J.S.A. 13:9B-1 et seq., one-hundred-year floodplains, floodways and flood hazard areas are not included in gross acreage for the purpose of calculating units per gross acre.

§ 285-54. Permitted and conditional uses.

In any PR-1 Planned Residential One District, land, buildings or premises shall be used by right only for one or more of the following:

- A. All uses permitted in the A Residence District.
- B. All conditional uses of the A Residence District, provided that the conditions set forth there under shall be complied with.
- C. Neighborhood retail commercial facilities, as permitted in the NC Commercial District, subject to the regulations of § 285-58.

§ 285-55. Accessory uses.

All accessory uses permitted in the A Residence District shall be allowed.

§ 285-56. Area and bulk regulations.

A. The following area and bulk regulations shall be followed for projects that are too small to generate the required amount of open space and active recreation facilities and acreage specified in the open space regulations of this article. Section 285-58 shall not be utilized for projects that are measured in accordance with the following regulations:

- (1) Minimum lot size for agricultural uses: 5 1/2 acres.
- (2) Minimum lot size for other uses: 23,000 square feet.
- (3) Maximum density per gross acre: 1.6 units.
- (4) Minimum lot width: 100 feet.
- (5) Minimum lot depth: 200 feet.
- (6) Maximum lot coverage: 20%.
- (7) Minimum front yard: 50 feet.
- (8) Minimum side yards: 15 feet each.
- (9) Minimum rear yard: 35 feet.
- (10) Maximum building height: 35 feet.

B. The following area and bulk regulations shall be followed for all other projects, except that the density shall not exceed 1.6 units per acre, but only if the Planning Board approved the cluster concept:

- (1) Minimum lot size: 10,500 square feet.
- (2) Maximum density per gross acre: 1.6 units.
- (3) Minimum lot width: 80 feet.
- (4) Minimum lot depth: 125 feet.
- (5) Maximum lot coverage: 25%.
- (6) Minimum front yard: 30 feet.
- (7) Minimum side yards: 10 feet each.
- (8) Minimum rear yard: 30 feet.
- (9) Maximum building height: 35 feet.

C. Freshwater wetlands, as defined in the New Jersey Fresh Water Wetlands Protection Act of 1987, N.J.S.A. 13:9B-1 et seq., one-hundred-year floodplains, floodways and flood hazard areas are not included in gross acreage for the purpose of calculating units per gross acre in Subsections A and B of this section.

§ 285-57. Open space requirements.

- A. In order for a project to qualify for development under this article, the minimum open space and active recreation tract shall not be less than five acres.
- B. The open space and active recreation lands shall comply with all of the provisions of Article XXVIII, Open Space Regulations.

§ 285-58. Neighborhood commercial regulations.

- A. Neighborhood commercial centers may be permitted, at the discretion of the Planning Board, provided that each center is designed as an integral unit and does not exceed two acres for each 50 acres of total project development.
- B. No single commercial center shall exceed four acres in size.
- C. All commercial centers shall be located on major roads capable of supporting the anticipated traffic volumes.
- D. The traffic patterns associated with the commercial center shall not be detrimental to the residential character of the neighborhood.

§ 285-59. Reduction of lot sizes.

- A. Notwithstanding the above regulations, and only with the approval of the Planning Board, in any residential development no more than 10% of the lots may be reduced in size to not less than 7,500 square feet each, provided that the required original overall density is maintained for the entire project.
- B. Lots that are less than 10,500 square feet in size shall conform to the following regulations:
 - (1) Minimum lot width: 75 feet.
 - (2) Minimum lot depth: 100 feet.
 - (3) Maximum lot coverage: 30%.
 - (4) Minimum front yard: 20 feet.
 - (5) Minimum side yards: eight feet each.
 - (6) Minimum rear yard: 25 feet.

(7) Maximum building height: 35 feet.

C. All such lots shall not be grouped together contiguously, but shall be scattered throughout each development. The purpose of this stipulation is to promote design flexibility and creativity and to work with the natural constraints of the land without affecting the maximum permitted density. Accordingly, such lots should only be designed when standard lots of 10,500 square feet are not physically appropriate.

§ 285-60. Conditions prior to approval.

In order to qualify for increased densities, the following facts and conclusions shall be found by the Planning Board prior to approval of all residential developments permitted by this article:

- A. That departures by the proposed development from zoning regulations otherwise applicable to the subject property conform to the standards established in this chapter for the applicable districts.
- B. That the proposals for maintenance and conservation of the common open space are reliable, and that the amount, location and purpose of the common open space are adequate.
- C. That provision, through the physical design of the proposed development, for public services, control over vehicular and pedestrian traffic and the amenities of light and air and recreation and visual enjoyment are adequate.
- D. That the proposed planned development will not have an adverse impact upon the area in which it is proposed to be established.
- E. In the case of a proposed development which contemplates construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.
- F. That the project shall have service available within a reasonable distance for churches, schools and medical facilities.
- G. That retail service functions shall be available nearby.
- H. That the project shall have increased recreation facilities available.
- I. That the location of recreation facilities shall be centralized with easy access from all directions.
- J. That the active recreational facilities and open spaces shall be linked together with a unified pedestrian path system through the entire project that diminishes conflict with vehicular traffic.

- K. That the project shall be in conformance with the Master Plan.
- L. That all projects shall be located along major traffic arteries.
- M. That all projects shall be located near developments of similar densities.
- N. That the need to conserve natural features and sensitive land areas such as woods, floodplains and erodible soils must be demonstrated.
- O. That the opportunity to preserve agricultural lands may be a factor.

- P. That the project shall show an improved overall design concerning streets, lots and open space arrangements.
- Q. That a variety of housing designs shall add to the aesthetic appeal of the project.
- R. That pedestrian crossing points shall be completely designed for the ease and safety of pedestrian movements.
- S. That all proposed stormwater drainage basins or retention basins be surrounded by permanent fencing of a type and dimension specified by the Township Engineer, together with the landscaping in accordance with the specifications of the Township Engineer, for the purpose of reducing the health and safety hazards of such basins and improving the aesthetics of their appearance.

§ 285-61. Other regulations.

- A. There must exist approved public water and public sewer systems, which shall be available to each lot prior to the issuance of the building permit.
- B. All other applicable regulations of this chapter shall be followed as required.

ARTICLE VI. A Residence District

§ 285-23. Permitted uses.

In any A Residence District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Single-family detached house.
- B. Municipal tower, water storage tank, water reservoir, water pumping station and water treatment plant, provided that the architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
- C. Sewage lift station, water pumping station, underground transmission lines and gas regulator stations, subject to the following special requirements:
 - (1) There shall be no storage of materials and trucks and no repair facilities or housing of repair crews except within completely enclosed buildings.
 - (2) The architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
 - (3) Screening shall be developed as defined in this chapter. All plants not surviving one year after planting must be replaced.
- D. Model homes or sales offices within a subdivision, but only during the period necessary for the sale of new homes within such subdivision. Such uses shall not be considered a business use.
- E. Senior citizen housing in conformance with the single-family concept of this district.
- F. Flag-shaped lots, provided that these shall not have less than one-hundred-foot frontage at the required building setback line, and that no more than one flag lot shall be subdivided from a base lot, and that no two flag lots shall be contiguous to each other.

§ 285-24. Conditional uses.

The following conditional uses may be authorized by the Planning Board, provided that applications conform to the following specifications and standards:

A. Agricultural uses, provided that:

- (1) The use will not injure or detract from the use of neighboring property.
- (2) The use will not detract from the character of the neighborhood.
- (3) The use of property adjacent to the area included in the plan is adequately safeguarded.
- (4) The property is suitable for the intended use.
- (5) The use will service the best interests of the Township.
- (6) The use will not adversely affect public sewers and facilities such as water, sewer, police and fire protection.
- (7) The use will not adversely affect the drainage facilities in the adjacent neighborhood.
- (8) Chemical and fertilizer usage and storage will not be detrimental to people, animals and plants and water in the neighborhood.
- (9) Accessory buildings will not adversely affect the character of the neighborhood.
- (10) The use shall meet the requirements of Article XXXIV, Farm Regulations.

B. Church, chapel, convent or similar religious institution, including rectory or parish house, provided that:

- (1) The coverage will not exceed 20%.
- (2) The site plan design shall not be detrimental to the neighborhood and side yards shall be not less than 20 feet each.
- (3) The lot depth and yard areas will conform to the standards set forth in this district, except as noted above.
- (4) The parking requirements shall be in accordance with all the regulations set forth in this chapter.

C. Professional and general offices, medical and legal offices, real estate and insurance offices. A residential use may be combined with any of the above uses in the same building, provided that the residential occupant is also the user of the office facilities. All of these conditional uses shall be subject to the following standards, which are in addition to any other standards for conditional uses set forth in other residential districts where such conditional uses are allowed by reference to the A Residence District:

- (1) Standards set forth in Subsection A(1) through (7) above.
- (2) All lots shall be directly adjacent to the roads listed below. Lots within the interior of a housing development shall not be considered for the conditional use.

Delsea Drive

Blackwood-Barnshoro Road, from County House Road to Delsea Drive

- Egg Harbor Road
- Fish Pond Road
- Berlin-Cross Keys Road
- Black Horse Pike
- Woodbury-Turnersville Road
- County House Road, between Hurffville-Grenloch Road and the Camden County line at Lakewood
- Hurffville-Grenloch Road, from Delsea Drive to Hurffville Road
- Grenloch-Selina Road
- Hurffville-Cross Keys Road
- Fries Mill Road
- Williamstown-Blackwood Road
- Glassboro-Cross Keys Road
- Greentree Road, between Lantern Lane and Hurffville-Cross Keys Road
- Ganttown Road, between the Black Horse Pike and Hurffville-Cross Keys Road
- (3) Architectural standards set forth in § 285-108.
- (4) There will not be any noise and lighting situations adversely affecting adjacent residential properties.
- (5) A twenty-foot-wide setback shall be provided between any parking area and a property line, where such parking is directly adjacent to a preexisting residential dwelling or lot. Such setback shall be fenced and/or fully planted with a landscape buffer, as provided for in this chapter.
- (6) The applicable area and bulk standards shall be as set forth for the zoning district where the property is located.
- (7) One freestanding sign, not exceeding two square feet, is permitted. Facade signs are prohibited.
- (8) For the conversion of an existing building, the plan submitted may be considered a minor site plan if so classified by the Planning Board. All plans for the construction of a new building will be considered major site plans.
- (9) All buildings must have the front of the building facing the roads listed in Subsection C(2) above.

§ 285-25. Accessory uses.

Only the following accessory uses shall be permitted:

- A. Customary accessory residential uses, including private garages and utility sheds.
- B. Private swimming pools.
- C. Private greenhouses.
- D. Private gardens.

§ 285-26. Area and bulk regulations.

The following area and bulk regulations shall apply:

- A. Minimum lot size: 60,000 square feet.

- B. Minimum lot width: 150 feet.
- C. Minimum lot depth: 200 feet.
- D. Maximum lot coverage: 10%.
- E. Minimum front yard: 50 feet.
- F. Minimum side yards: 15 feet each.
- G. Minimum rear yards: 35 feet.
- H. Maximum building height: 35 feet.

§ 285-27. Other regulations.

All other applicable regulations of this chapter shall be followed as required.

ARTICLE XVII. NC Neighborhood Commercial District

§ 285-96. Permitted uses.

[Amended 3-8-2007 by Ord. No. 4-2007]

In any NC Neighborhood Commercial District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Administrative offices.
- B. Bakery.
- C. Bank.
- D. Barber and beauty shops.
- E. Bookstore and stationery store.
- F. Clothing.
- G. Drugstore.
- H. Dry cleaning and laundry pickup shops.
- I. Dry goods and notions stores.
- J. Finance and loan agencies.
- K. Food market.

- L. Gift shop and florist shop.
- M. Hardware and sporting goods stores.
- N. Jewelry store.
- O. Library and museums.
- P. Medical and dental offices.
- Q. Newspaper and magazine sales.
- R. Post office.
- S. Radio, television and music stores, sales and service.
- T. Real estate and similar professional office.
- U. Restaurant, provided that no restaurant or similar use shall be conducted as a drive-in service establishment or refreshment stand, sometimes called snack bar, dairy bar, hamburger stand or hot dog stand, where customers and patrons are served food and/or

drinks for immediate consumption outside the building in which the business is conducted.

V. Self-service laundry.

W. Shoe store and repair.

X. Tailor and dressmaker shops.

Y. One apartment unit, provided that such use is in conjunction with the main business use, such as living quarters for a watchman. Such apartment shall be located above the main floors or in the rear of the business structure. An additional two parking spaces shall be provided for such apartment unit.

§ 285-97. Accessory uses.

Only accessory uses on the same lot with, and customarily incidental to, any of the above permitted uses shall be permitted.

§ 285-98. Area and bulk regulations.

The following area and bulk regulations shall apply:

A. Minimum lot size: 13,500 square feet.

B. Minimum lot width: 100 feet.

C. Minimum lot depth: 135 feet.

D. Maximum lot coverage: 35%.

E. Minimum front yard: 50 feet from all streets.

F. Side yards: 20 feet aggregate total with a minimum of eight feet, provided that when a written agreement is provided by adjoining property owners, no side yard shall be required between properties of separate ownership where two or more commercial uses abut side to side. In case of a series of abutting structures paralleling a public right-of-way, an open and unobstructed passage of at least 30 feet in width shall be provided at grade level at intervals of not more than 200 feet.

G. Minimum rear yard: 35 feet.

H. Maximum building height: 25 feet.

I. Maximum floor area: 20,000 square feet. [Added 3-8-2007 by Ord. No. 4-2007]

§ 285-99. Other regulations.

A. There must exist approved public water and public sewer systems, which shall be available to each unit prior to the issuance of the building permits.

B. All other applicable regulations of this chapter shall be followed as required.

C. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept.

D. The buildings, sizes, shapes, site positions and architectural design shall be considered along with the landscape and natural features.

Copy of Deed

NJ Deed-Individual (Bargain and Sale, Covenant as to Grantor's Acts)

Prepared by:

Robert Kingsbury, Esquire

Deed



Docket# 7397 File# DEE Page# 4
James H. Hagan: Gloucester County Clerk
Receipt# 7239 10:38:38 A.M. 02/15/2008
Recording Fee: \$70.00 DB 4501 248

This Deed is made on January 31, 2008

BETWEEN

James P. Puggi and Rita A. Puggi, husband & wife

whose post office address is 108 Raymond Drive, Sewell, NJ 08080

referred to as the **Grantor**,

AND

Regina M. Pakradooni, married

whose post office address is 473 Brittany Lane, Cherry Hill, NJ 08003

referred to as the **Grantee**.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee.

Consideration. This transfer of ownership is made for the sum and consideration of TWO HUNDRED EIGHTY SIX THOUSAND AND 00/100 DOLLARS (\$286,000.00)
The Grantor acknowledges receipt of this money.

Tax Map Reference. The property is located in the Municipality of Washington Township

Block No. 194.90 Lot No. 3 Account No.

☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. The Property consists of the land and all the buildings and structures on the land in Washington Township, Gloucester County, State of New Jersey. The legal description is:

(X) Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

BEING known as Lot 3, Block 194.90 as shown on the Washington Township tax map.

Commonly known as: 108 Raymond Drive

Consideration: \$286,000.00 Exempt Code: S
Gats: \$286.29 St: \$714.71
H.P.H.R.F.: \$204.00 P.H.P.F.A.: \$143.00
E.A.R.: \$257.80 Gen Fund: \$1.00
C.I.R.: \$1.00 REALTY TOTAL: \$1,695.80



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
 (2-07)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

James P. Puggi and Rita A. Puggi

Current Resident Address:

Street: 301 County House Rd.

City, Town, Post Office

Sewell

State

NJ

Zip Code

08080

PROPERTY INFORMATION (Brief Property Description)

Block(s)

19430

Lot(s)

3

Qualifier

Street Address:

108 Raymond Drive

City, Town, Post Office

Washington Township

State

NJ

Zip Code

08080

Seller's Percentage of Ownership

100%

Consideration

\$286,000.00

Closing Date

1/31/2008

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the interstate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

1/31/08
 Date

James P. Puggi
 Signature

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

1/31/08
 Date

Rita A. Puggi
 Signature

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

JOHN E. GAUNT ASSOCIATES INC.

LICENSED LAND SURVEYORS
8 WEST CAMDEN AVENUE
MOORESTOWN, NEW JERSEY 08057
(856) 235-0230 Fax: (856) 866-0329
PROPERTY DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises situate in the Township of Washington, the County of Gloucester, the State of New Jersey, being bounded and described as follows:

BEGINNING at a point in the Southwesterly curved line of Raymond Drive (60.00 feet wide) said point being in the division line between Lots 2 and 3, as shown on a plan hereinafter mentioned and extends thence

1) South 86 degrees 29 minutes 17 seconds West along the division line between Lots 2 and 3, said plan, a distance of 200.02 feet to a point in the Northeasterly line of Egg Harbour Road (county route no. 630); thence

2) North 03 degrees 30 minutes 43 seconds West along the Northeasterly line of Egg Harbor Road, a distance of 60.86 feet to a point of curvature in same; thence

3) Northwestwardly along the Northeasterly curved line of Egg Harbor Road, curving to the left having a radius of 1,467.39 feet, an arc distance of 14.14 feet to a point in the division line between Lots 3 and 4, said Plan; thence

4) North 86 degrees 29 minutes 17 seconds East along the division line between Lots 3 and 4, said plan, a distance of 218.32 feet to a point in the Southwesterly curved line of Raymond Drive; thence

5) Southeastwardly along the Southwesterly curved line of Raymond Drive, curving to the left having a radius of 175.00 feet, an arc distance of 77.82 feet to the point and place of beginning.

BEING Lot 3, Plan of Major Subdivision Meadow Run, Section 5.

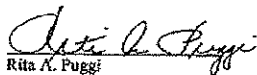
ALSO BEING Lot 3, Block 194.30, Tax Map of Washington Township, New Jersey.

BEING the same land and premises which became vested in James P. Puggi and Rita A. Puggi, by Deed from Atilio Campiglio and Albina Campiglio dated 5/25/01, recorded 6/04/01 in the Gloucester County Clerk/Register's Office in Deed Book 3265, Page 12.

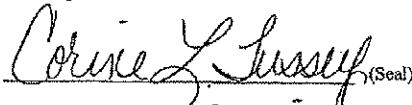
Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.


James P. Puggi


Rita A. Puggi

Witnessed by:

 (Seal)

STATE OF NEW JERSEY, COUNTY OF Burlington SS.:

I CERTIFY that on January 31, 2008

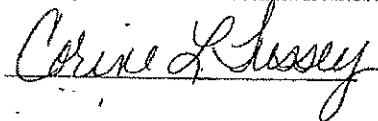
James P. Puggi and Rita A. Puggi

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of this Deed;

(b) executed this Deed as his or her own act; and,

(c) made this Deed for \$286,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)



CORINE L. TUSSEY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/21/2008

RECORD AND RETURN TO:

SureClose Services, LLC
302 Fellowship Rd.
Suite 120
Mt. Laurel, NJ 08054

ph: 800-296-8999

Copy of Proposed Deed for Easement

PREPARED BY

August E. Kneustaut, Esquire

Block 194.30, Lot 3 Washington
CR 630

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned

Regina M. Pakradooni, married

Whose post office address is 108 Raymond Drive, SEWELL, NJ 08080, hereinafter called "Grantor",

is the owner in fee simple of certain lands and premises over which this easement passes and in consideration of the sum of _____ DOLLARS and _____ CENTS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey, whose mailing address is 1 North Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), its successors, successors in title, assigns and designees, a perpetual easement across the Grantor's lands and premises for purposes that shall include, but not be limited to, the right to enter upon the hereinafter described lands and premises to construct, maintain, install, widen, alter, keep in good repair make any other changes, and access, a public road and utility, including any and all appurtenances necessary and incidental thereto, as determined by the County, said easement, and the rights hereunder, shall run with the land, and shall be binding upon Grantor, its successors, successors in title, assigns and designees, and shall inure to the benefit of the County, its successors, successors in title and assigns and designees, said easement being in the Township of Washington, County of Gloucester, State of New Jersey, and more particularly described as follows:

ROAD EASEMENT PARCEL K&E-2, including specifically all the land and premises located at about Station 186+00 (Egg Harbor Road (C.R. 630), Right of Way Baseline Stationing), as indicated on a map entitled: "General Property Parcel Map for Phase I Reconstruction of Egg Harbor Road (C.R. 630)", Block 194.30, Lot 3 (RE-2), Showing Existing Rights of Way, Easements & Parcels to be acquired in the Township of Washington, County of Gloucester, Contract No 98-01PA, dated July 2011, prepared by McCormick Taylor and K&A Consulting Engineers, and more particularly described as follows:

BEGINNING at a point in the northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being in the division line of Lots 2 and 3 of Block 194.3, said point also being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 185+07.78 and running, thence;

1. N 3° 26' 23" W (calculated), 60.86 feet (calculated), to a point of curvature, along said existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 185+07.78, thence;

2. Along a curve bearing to the left having a Radius of 1467.39 feet (calculated), and an Arc Distance of 14.14' feet (calculated), to a point, still along said existing right-of-way line of Egg Harbor Road (C.R. 630), to the division line of Lots 3 and 4 of Block 194.30, said point being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 185+13.12, thence;

3. N 86° 33' 37" E (calculated), 10.00 feet (calculated), along said division line of Lots 3 and 4 of Block 194.30, to a point in the proposed northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 45.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 185+07.78, thence;

4. Along a curve bearing to the right having a Radius of 1477.19 feet (calculated), and an Arc Distance of 14.14' feet (calculated), along said proposed right-of-way line of Egg Harbor Road (C.R. 630), to a point of tangency, said point being 45.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 185+46.53, thence;

5. S 3° 26' 23" E (calculated), 60.86' feet (calculated), to a point, still along the proposed right-of-way line of Egg Harbor Road (C.R. 630), to the division line of Lots 2 and 3 of Block 194.30, said point being 45.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 186+07.78, thence;

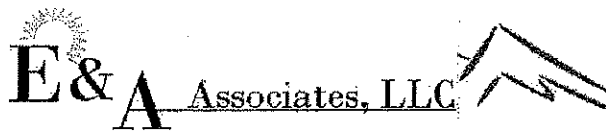
6. S 86° 33' 37" W (calculated), 10.00 feet (calculated), along said division line of Lots 2 and 3 of Block 194.30, to the point and place of beginning;

CONTAINING 730 square feet more or less

Being part of Lot 3 in Block 194.30 on the current tax map of the Township of Washington.

Copy of Certified Letter

Albert R. Crosby, CTA, NJ SCGREA*



109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815
Fax: (856) 582-4711
albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

February 7, 2012

Regina M. Pakradooni
108 Raymond Drive
Sewell, NJ 08080-9208

**Re: Property Acquisition Appraisal
Block 194.30, Lot 3
108 Raymond Drive
Washington Township, Gloucester County, New Jersey**

To Whom it may concern:

Our firm has been engaged by the County of Gloucester Engineering Department to determine the fair market value of your property for a partial taking. The appraisal will be used by the County of Gloucester to provide just compensation for the proposed taking area.

We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

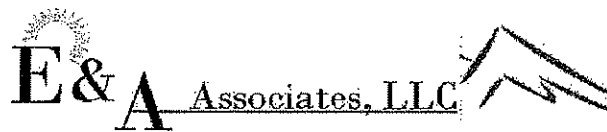
We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

Please contact Al Crosby either by phone at (609) 922-4815 or email (albertcrosby@comcast.net) to coordinate an inspection appointment as soon as possible.

Sincerely,
E & A Associates, LLC

Albert R. Crosby, CTA
NJ SCGREA #42RG00222000

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	
2. Article Number		C. Date of Delivery	
3. Article Description		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If Yes, enter delivery address below: <input type="checkbox"/> No	
4. Service Type		E. Restricted Delivery? (Data File)	
<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		<input type="checkbox"/> Yes	
5. Article Number		6. Article Number	
7. Article Number		8. Article Number	



Albert R. Crosby, CTA, NJ SCGREA*

109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815
Fax: (856) 582-4711

albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

Property Appraisal Exhibit Request

Please provide any of the following information that is applicable and available. We are in need of these exhibits for our analysis.

- 1) Copy of most recent Deed
- 2) Provide the Agreement of Sale, Deed, and/or settlement sheet for your acquisition of the property if made within the past 5 years.
- 3) Information on any Purchase Offers that have been made on the property during the past three years and if the property is currently for sale.
- 4) Full scale copy of subdivision plans
- 5) Copy of any approvals received to date from local, county, or other governing authorities.
- 6) Any other information that you believe should be considered in the appraisal of this property.

Please forward a copy of any of the above applicable items to:

E & A Associates
109 Appaloosa Way
Sewell, NJ 08080

You could also fax a copy of any of the above to 856-582-4711.

Qualifications of

Albert R Crosby, Jr., CTA

Professional Position

Principal of the company E & A Associates, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates. The firm concentrates its work throughout the State of New Jersey.

I have a B.S. in Accounting from Elon University and extensive experience and knowledge of the Southern New Jersey Region including but not limited to Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, and Salem Counties.

Senior Appraiser with Insight Appraisal Group, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates.

Professional Affiliations & Licenses

Certified General Appraiser (#42RG-00222000), State of New Jersey

Certified Tax Assessor (CTA), State of New Jersey

Associate Member of the Appraisal Institute

Professional Experience

8/07 – Present Senior Appraiser with Insight Appraisal Group in Washington Township, New Jersey

2/03 – 7/07 Researcher and Analyst with the firm of J. McHale & Associates, Inc. in Mt. Laurel, New Jersey

Education

B.S., Accounting, Elon University, Elon College, North Carolina

Profession Related Courses & Seminars

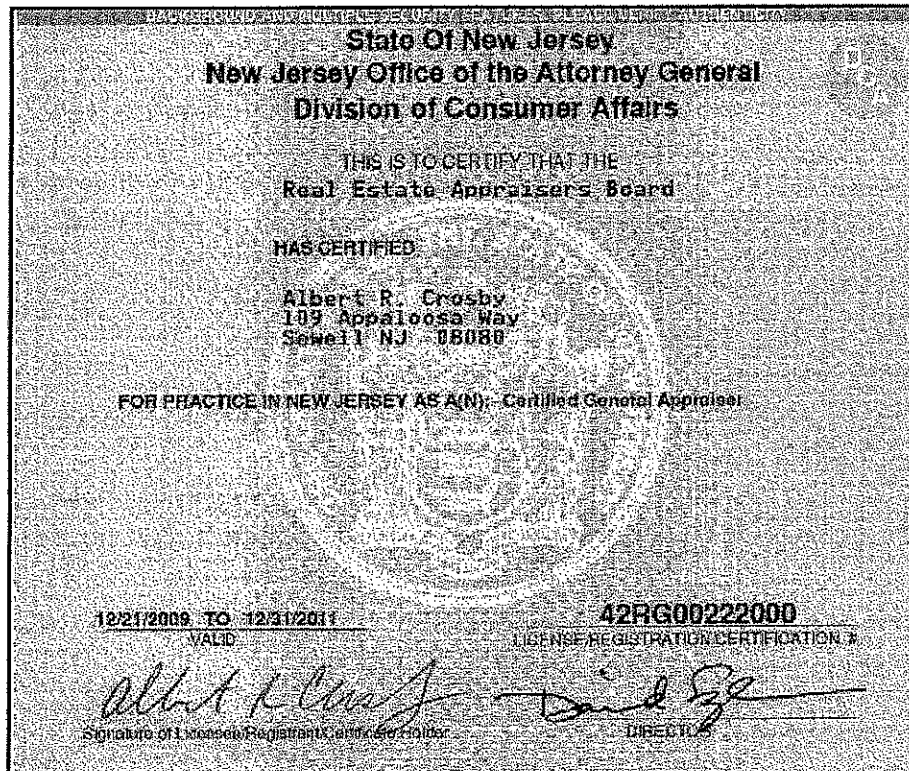
November 2010	Report Writing, Appraisal Institute
December 2009	Advanced Applications, Appraisal Institute
May 2007	General Market Analysis/Highest & Best Use, Appraisal Institute
November 2005	Advanced Sales Comparison & Cost Approaches, Appraisal Institute
January 2005	Advanced Income Capitalization, Appraisal Institute
October 2005	15-Hour National USPAP, Appraisal Institute
March 2004	Basic Income Capitalization, Appraisal Institute
May 2003	Appraisal Procedures, Appraisal Institute

March 2003

Appraisal Principles, Appraisal Institute

Other

Acting Board Member of a local non-profit serving the needs of the physically and mentally disabled.



B10

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CAPITAL PROJECTS MANAGEMENT SERVICES TO FEDERICI & AKIN, P.A., PER RFP-12-037, IN AN AMOUNT NOT TO EXCEED \$90,000.00 FROM SEPTEMBER 19, 2012 TO SEPTEMBER 18, 2013

WHEREAS, there exists a need for the County of Gloucester (hereinafter the "County") to contract for engineering, inspection management and environmental services for capital projects to be undertaken by the County; and

WHEREAS, the County requested proposals, via RFP-12-037, from interested providers of such services, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based upon the established criteria, concluded that Federici & Akin, P.A., Consulting Engineers (hereinafter "Federici"), with offices at 307 Greentree Road, Sewell, New Jersey 08080, made the most advantageous proposal; and

WHEREAS, a contract with Federici would be for estimated units of service for an amount not to exceed \$90,000.00; and

WHEREAS, since the contract would be for estimated units of service, same is open ended, which does not obligate the County to make any purchase; and thereby, no Certificate of Availability of Funds is required at this time; and

WHEREAS, even though a Certificate of Availability of Funds (hereinafter "CAF") is not required at this time, the Purchasing Agent for the County has certified the availability of funds for the said services in the amount of \$90,000.00, pursuant to CAF #12-07939, which amount shall be charged against County budget line item C-04-12-012-165-12211; and

WHEREAS, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and the Clerk of the Board, are hereby authorized to execute a contract between the County and Federici for the provision of engineering, inspection, management and environmental services to and for the County's multiple capital projects, for an amount not to exceed \$90,000.00, from September 19, 2012 to September 18, 2013; and

BE IT FURTHER RESOLVED that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 19, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B10

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE COUNTY OF GLOUCESTER
AND
FEDERICI & AKIN, P.A. CONSULTING ENGINEERS**

THIS CONTRACT is made effective this 19th day of **September 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **Federici & Akin, P.A. Consulting Engineers**, with offices at 307 Greentree Road, Sewell, New Jersey 08080, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has determined that there is a need for Professional Engineering Services in the nature of engineering, management, inspection and environmental services for various County Capital Projects (hereinafter the "Project").

WHEREAS, Vendor represents that it is qualified to perform said services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** This Contract shall be effective for a period of one (1) year beginning September 19, 2012, and terminating September 18, 2013.

2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$90,000.00 for the Contract term, so that this is an open ended contract. The Contract shall be for estimated units of service, as set forth in County RFP-12-037 (hereinafter the "RFP"), and the Vendor's proposal, "Qualifications Statement, Qualifications for Professional Services, County of Gloucester, New Jersey, Engineering, Construction Inspection, & Environmental Services for Gloucester County Capital Projects", dated June 10, 2012 (hereinafter the "Proposal"), which are both incorporated into and made part of this Contract.

The County shall not be required to purchase any minimum amount of services, as this is an open ended contract. The Vendor shall be paid for services based upon the fee schedule in the Proposal.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice, and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP and the Proposal, and only as directed by the County. The Vendor shall render services to and for the County only when requested by the County on an "as-needed" basis.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. The Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. The Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract

with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING.** If the Vendor or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents and/or subcontractors.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP, if any, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

- F. Termination shall not operate to affect the validity of the indemnification

provisions of this Contract.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession which is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service which Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract, the RFP, and the Proposal. The RFP and the Proposal are incorporated herein by reference. Should there occur a conflict between this Contract, and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract and the RFP shall prevail.

THIS CONTRACT is dated this **19th** day of **September, 2012**

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto; and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

**FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS**

By: _____

(Please Print Name)

(Please Print Title)



FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS

B10

Qualifications Statement

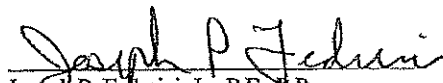
Qualifications for Professional Services

County of Gloucester, New Jersey

**ENGINEERING, CONSTRUCTION
INSPECTION, & ENVIRONMENTAL
SERVICES SERVICES FOR
GLOUCESTER COUNTY CAPITAL PROJECTS**

RFP # 12-037

Prepared By:


Joseph P. Federici, Jr., P.E., P.P.
President

Office Location:

307 Greentree Road
Sewell, NJ 08080
(856) 589-1400

June 10, 2012

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-012-037 – F&A

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	Technical Proposal contains all required information All required documentation submitted. _____ 5 _____ points	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Good personnel listed / Stan Bitgood P.E. has performed excellent on other County Projects and is very familiar with County Procedures. Ted Wilkinson has also performed well on past County projects. _____ 25 _____ points.	24
C.	<u>Relevance and Extent of Similar Engagements performed</u> F&A has performed well on past County projects and are very familiar with County procedures as well as State and Federal requirements. They have performed well for other State and local agencies. Good descriptions and chart. _____ 25 _____ points.	23
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____ 25 _____ points. Good description on how services will be provided and a good understanding of what is expected from the selected firm. They covered all main areas of need.	24
E.	Reasonableness of Cost Proposal _____ 20 _____ points. Fees were reasonable.	17
TOTALS		93



YEAR 2012
FEE SCHEDULE

Job Classification	Hourly Fee Schedule
Principal, Professional Engineer	\$160.00
Principal, Professional Land Surveyor & Professional Planner	\$150.00
Senior Project Manager	\$140.00
Project Manager	\$125.00
Professional Engineer	\$125.00
Design Engineer	\$105.00
Environmental Scientist	\$110.00
Professional Planner	\$110.00
Review Technician	\$90.00
Senior Draftsman	\$88.00
Drafting	\$83.00
Technician	\$75.00
Professional Land Surveyor	\$110.00
3 Man Field Crew (Conventional)	\$160.00
2 Man Field Crew (GPS)	\$150.00
2 Man Field Crew (Conventional)	\$140.00
1 Man Field Crew (GPS)	\$140.00
Party Chief	\$83.00
Surveyor	\$67.00
Inspection Coordinator	\$95.00
Senior Inspector	\$95.00
Inspector	\$80.00
Technical Writer	\$69.00
Clerical	\$58.00
Expert Testimony (Court Appearance)	\$285.00

In the event that outside consultants are to be contracted by **Federici & Akin, P.A.**, at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual.

Relating to inspection services, when applicable, any inspection procedures that exceed eight (8) hours, overtime at the rate of one and one-half times will be charged on that period beyond the original eight (8) hours..

Print Cost:	Black Line Prints	-	\$0.50/S.F.
	Sepias	-	\$0.75/S.F.
	Mylar	-	\$5.00/S.F.
	Xerox Copies	-	\$0.20 per copy

Mileage:	-	\$0.50 Mile
Tolls:	-	REIMBURSABLE

QUALIFICATIONS

GLOUCESTER COUNTY

B10

BASIS OF AWARD
 (To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)
 The County will select the vendor deemed most advantageous to the
 County, based on price and other factors considered.

RFP-012-037 – F&A

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		SCORE
A. Technical Proposal contains all required information All required documentation submitted. <u>5</u> points		5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Good personnel listed / Stan Bitgood P.E. has performed excellent on other County Projects and is very familiar with County Procedures. Ted Wilkinson has also performed well on past County projects. <u>25</u> points.		24
C. <u>Relevance and Extent of Similar Engagements performed</u> F&A has performed well on past County projects and are very familiar with County procedures as well as State and Federal requirements. They have performed well for other State and local agencies. Good descriptions and chart. <u>25</u> points.		23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points. Good description on how services will be provided and a good understanding of what is expected from the selected firm. They covered all main areas of need.		24
E. Reasonableness of Cost Proposal <u>20</u> points. Fees were reasonable.		17
TOTALS		93

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

B10

Certificate of Availability of Funds

TREASURER'S NO. 12-07939

DATE

September 19, 2012

C-04-12-012-165-12211

(\$90,000.00)

Engineering

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT _____

\$90,000.00

August E. Knestaut, Esq.

AMOUNT OF CERTIFICATION _____ COUNTY COUNSEL _____

DESCRIPTION:

2012 Capital Projects Management: Professional Services Contract for the Provision of Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects, per RFP-12-037 for the County of Gloucester for a one year period from September 19, 2012 to September 18, 2013. Engineering Project #12-07.

VENDOR: Federici & Akin, PA
Consulting Engineers

ADDRESS: 307 Greentree Road

Sewell, NJ 08080

9-5-12
DEPARTMENT HEAD APPROVAL

County Engineer

APPROVED

[Signature]
PURCHASING AGENT



RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED

9-7-12

Passed by Resolution on: September 19, 2012

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO OCEANPORT, LLC
FOR THE SUPPLY AND DELIVERY OF ROCK SALT FOR AN AMOUNT NOT TO
EXCEED \$1,000,000.00 FROM NOVEMBER 1, 2012 TO OCTOBER 31, 2013**

B11

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of bids for the supply and delivery of rock salt to and for the County to be utilized by the Highway Division of the County's Department of Public Works; and

WHEREAS, bids were publicly received and opened by the County regarding supply and delivery of rock salt on August 7, 2012; and

WHEREAS, after following proper bidding procedure, it was determined by the County that **Oceanport, LLC**, (hereinafter "Oceanport"), with an address at PO Box 608, Claymont, Delaware 19703, was the lowest responsive and responsible bidder to supply and deliver rock salt to and for the County for application to County roadways for deicing, and to make brine; and

WHEREAS, the County's Purchasing Agent recommends that **Oceanport** be awarded a contract to supply and deliver rock salt to and for the County to the County's six (6) regional salt facilities at the price of fifty two dollars and seventy five cents (\$52.75) per ton, as set forth in Oceanport's bid proposal; and

WHEREAS, the contract with Oceanport shall be for a period of one (1) year, commencing November 1, 2012, and ending October 31, 2013, for an amount not to exceed \$1,000,000.00; and

WHEREAS, the contract with Oceanport shall be for estimated units of rock salt for the term of the contract; and

WHEREAS, the contract with Oceanport would be open ended, which does not obligate the County to make any purchase; so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, continuation of the contract with Oceanport beyond December 31, 2012 is conditioned upon the approval of the 2013 County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County that an open-ended contract for the supply and delivery of rock salt at fifty two dollars and seventy five cents (\$52.75) per ton, as per County bid specification PD-012-025, be and is hereby awarded to **Oceanport** for the period of one (1) year commencing November 1, 2012, and ending October 31, 2013, for an amount not to exceed \$1,000,000.00 for the contract term in accordance with and pursuant to the bid submitted by Oceanport, and the County's bid specification; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within awarded contract, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 19, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

B11

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
OCEANPORT, LLC**

THIS CONTRACT is made the **19th** day of **September, 2012** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and, **OCEANPORT, LLC**, with offices at PO Box 608, Claymont, DE 19703, hereinafter referred to as "Contractor"

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of rock salt, as per bid **PD 012-025**, for use on County roadways for deicing, and to make brine; and

WHEREAS, the Contractor represents that it is qualified to the supply and deliver rock salt to the six (6) regional salt facilities maintained by the County, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a one (1) year commencing November 1, 2012, and ending October 31, 2013.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$1,000,000.00 for the contract term, so that this is an open-ended contract. The Contract shall be for estimated units of goods and services, as set forth in the bid specifications for County Bid PD 012-025 (hereinafter the "Specifications"), and the Contractor's Bid Proposal (hereinafter the "Proposal"). The Contractor shall supply and deliver rock salt to the County at the price of fifty two dollars and seventy five cents (\$52.75) per ton, as set forth in the Proposal, and the Specifications.

This Contract is an open-ended contract, so that there is no requirement that the County make any purchase hereunder.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, and the Proposal, which are both incorporated into, and made part of this Contract by reference. Contractor shall supply and deliver rock salt to the County when requested by the County, as needed, to the six (6) County regional salt facilities.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affect ional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affect ional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affect ional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County

employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affect ional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affect ional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Public Works and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which

will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, and the Proposal, then this Contract, or the Specifications, as applicable shall control.

THIS CONTRACT shall become effective the 1st day of **November, 2012.**

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

OCEANPORT, LLC

By:
Title:

D1

**RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE
FY2010 EMERGENCY MANAGEMENT AGENCY ASSISTANCE - ACCESS AND
FUNCTIONAL NEEDS PROGRAM GRANT IN THE AMOUNT OF \$23,000.00 WITH
AN IN-KIND MATCH OF \$23,000.00, FOR A TOTAL AMOUNT OF \$46,000.00, FROM
OCTOBER 1, 2009 TO AUGUST 31, 2013**

WHEREAS, the Gloucester County Office of Emergency Management prepared a FY2010 Emergency Management Agency Assistance – Access and Functional Needs Program Grant application in accordance with the state and federal laws and regulations applicable to the New Jersey Emergency Management, to assist the County Access and Functional Liaison, in conjunction with County OEM and others to identify and integrate people with access and functional needs into all phases of the emergency management process; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Office of Emergency Management reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Office of Emergency Management has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State Emergency Management; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$23,000.00, with an in-kind match by the County for \$23,000.00, for a total amount of \$46,000.00, from October 1, 2009 to August 31, 2013.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that:

1. The Freeholder Director is hereby authorized to execute any and all documents in connection with the filings of the grant application and acceptance of grant with the State Emergency Management for the FY2010 Emergency Management Agency Assistance – Access and Functional Needs Program Grant, in the amount of \$23,000.00, with an in-kind match by the County of \$23,000.00, for a total amount of \$46,000.00, from October 1, 2009 to August 31, 2013.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, September 19, 2012 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

DI

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: September 6, 2012

1. TYPE OF GRANT
X NEW GRANT
RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER _____
2. GRANT TITLE: FY 10 Emergency Management Agency Assistance – Access and Functional Needs Program
3. GRANT TERM: FROM 10/1/09 TO 8/31/13
4. COUNTY DEPARTMENT: Emergency Response
5. DEPT. CONTACT PERSON & PHONE NUMBER: Len Clark/(856) 307-7156
6. NAME OF FUNDING AGENCY: State Emergency Management
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The County Access and Functional Needs Liaison, in conjunction with the County OEM and other stakeholders, will identify and integrate people with access and functional needs into all phases of the emergency management process.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "**"):

NAME	AMOUNT
<u>Leona Mather</u>	<u>\$23,000.00</u>
9. TOTAL SALARY CHARGED TO GRANT: \$23,000.00
10. INDIRECT COST (IC) RATE: _____%
11. IC CHARGED TO GRANT \$ _____
12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____%
13. DATE APPLICATION DUE TO GRANTOR _____

MANDATED

\$23,000.00

(Attach Documentation)

\$23,000.00

TOTAL PROGRAM BUDGET: \$ \$46,000.00

YES x NO

BOARD. lcerny@co.gloucester.nj.us


Signature

9/6/12

Departmental Use Only

DATE RECEIVED BY BUDGET OFFICE: _____

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/22/03

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENSEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: September 6, 2012

1. GRANT TITLE: FY 2010 Emergency Management Agency Assistance Program, Access & Functional Needs

2. DEPARTMENT: Emergency Management

3. GRANT ID NUMBER: STATE: FY 2012 AFNPA CFDA #97.042

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Mary Goepfert

5. FUNDING AGENCY PHONE NUMBER: 609-936-6818

6. GRANT AMOUNT: \$23,000.00

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)

B. IN-KIND MATCH: \$23,000.00

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: \$46,000.00

8. CONTRACT PERIOD: FROM: 10/1/09 TO: 8/31/13

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: x

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES x NO _____
ARE THEY MONTHLY _____ QUARTERLY x END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: _____

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO x
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING
SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES _____ NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE
BUDGET RESOLUTION: The County Access and Functional Needs Liaison, in
conjunction with the County OEM and other stakeholders, will include and intergrate
people with access and functional needs into all phases of the emergency management
process.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO x

DEPARTMENT HEAD: J. P. Butts
Signature

DATE: 9/6/12

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 06 Sept 2012 dp-c

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/22/03

**2012 Gloucester County Budget
Other Expense Request Explanations
2012 Budget**

The purpose of this grant is for the County Access and Functional Needs Liaison, in conjunction with the County OEM and other stakeholder, will include and integrate people with access and functional needs into all phases of the Emergency management process.

001-10101 – Salaries \$23,000.00

Department Emergency Response

Form C-2
Department Code _____
Submission Date _____
Revision Date _____

**FY10 ACCESS AND FUNCTIONAL NEEDS
PROGRAM ASSISTANCE
SUBGRANT APPLICATION KIT**

CFDA 97.042

All Assurances and Certifications (listed on the Subgrant Application Checklist) that require signatures are attached at the end of the Subgrant Application forms.

AFNPA Subgrant Applicant Information

Official Name of Applicant Agency: County of Gloucester OEM_____

Type of Agency: _____ State XX County _____ Municipality _____ Nonprofit

Address: 1200 North Delsea Drive

City/State: Clayton, NJ Zip Code: 08312 County: Gloucester

Implementing Agency (if different than applicant): _____

Federal ID Number: 21-6000660

Agency DUNS Number: 070591979

Is Applicant Agency registered with the Central Contractor Registry? XX Yes _____ No
If no, please explain: _____

Name of Project: FY 10 Access and Functional Needs Program Assistance

Type of Application: XX New Continuation CFDA#: 97.042

Name of Project Contact: Len Clark

Address (if different from above): _____

Telephone Number: 856-307-7156

Fax Number: 856-863-5839 Email Address: leclark@co.gloucester.nj.us

Congressional District: 1- NJ

Areas affected by the Project (Statewide, county, city): Gloucester County

Proposed Project start and end dates: 10/1/2009 – 08/31/2013

Name of Chief Financial Officer: Gary Schwarz Telephone: 856-853-3322

Name/Title of Authorized Representative Tom Butts, EMC

Signature of Authorized Representative: _____

AFNPA Subgrant Project Narrative

Attach copy of signed County Workplan which will serve as the Project Narrative except when Training or Exercise cost reimbursements are requested.

If requesting Training or Exercise cost reimbursements, then a detailed description of these activities must be included in this section, along with, the County Workplan.

Requests for Equipment must be detailed in the budget justification narrative.

AFNPA Subgrant Budget Detail Worksheet

The Budget Detail Worksheet is for the preparation of the budget requested in support of the proposed project. All required information must be provided.

A. Personnel – List each position by title and name of employee, if available. Show the annual salary rate or overtime rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Annual Salary	% of time on project	Federal amount requested	Non-Federal amount
Leona Mather	79,356.00	20	16,000	16,000

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for personnel listed in Category A and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA Workman’s Compensation, and Unemployment Compensation.

Name/Position	Annual Salary	% of time on project	Federal amount requested	Non-Federal amount
Leona Mather	79,356.00	20	7,000	7,000

Sub-Total: \$23,000

Personnel and Fringe Benefits Total: \$119,034.00

C. Training – List all costs associated with the proposed training activities. Include: type of training, date(s) of training, location, etc. Prior approval for all training related expenditures must be obtained. In the Budget Narrative, show the basis of computation.

Type of Training	Date(s)	Location	# persons	Other	Federal amount requested	Non-Federal amount

Total: _____

D. Equipment – List non-expendable items with a value of over \$5,000 that are to be purchased. (Agency’s own capitalization policy for classification of equipment should be used.

Item	# of Units	Cost per Unit	Federal amount requested	Non-Federal amount

Total: _____

E. Exercise(s) – List items for which reimbursement is requested. Prior approval for all exercise related expenditures must be obtained. In the Budget Narrative, show the basis of computation.

Item	# of Units	Cost per Unit	Federal amount requested	Non-Federal amount

Total: _____

F. Construction – As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Federal amount requested	Non-Federal amount
Non-applicable			

Total: XXXXXXXX

G. Consultants/Contracts – Indicate in the Budget Narrative whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is used.

Consultant Fee: For each consultant, enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on project. Consultant fees in excess of \$450 per day require additional justification and prior approval from FEMA through the Division of State Police Grants Administration Bureau, Program Management Unit.

Name of Consultant	Service to be provided	Hourly or daily fee	% of time on project	Federal amount requested	Non-Federal amount

Subtotal: _____

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (travel, meals, lodging, etc.).

Item	Location	Cost per unit	# of units	Federal amount requested	Non-Federal amount

Subtotal: _____

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification for sole source contracts in excess of \$100,000 must be provided in the Budget Narrative.

Item	Vendor	Service to be provided	Federal amount requested	Non-Federal amount

Subtotal: _____

Consultants/Contracts Total: _____

H. Other Costs – List items (e.g.) rent, reproduction, telephone, janitorial services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot rent, and provide a monthly rental cost and how many months to rent.

Description	Cost per unit (define unit)	# of units	Federal amount requested	Non-Federal amount
Non-applicable				

Total: XXXXXXXX

AFNPA Subgrant Budget Summary

When the budget worksheet is completed, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds, if applicable.

Budget Category	Federal Amount	Non-Federal Amount	Total
A. Personnel	16,000	16,000	32,000
B. Fringe Benefits	7,000	7,000	14,000
C. Training			
D. Equipment			
E. Exercises			
F. Construction			XXXXXXXXXX
G. Consultants/Contractors			
H. Other			XXXXXXXXXX
Total Direct Costs			
Total Project Costs	23,000	23,000	46,000

AFNPA Subgrant Budget Narrative

Provide a detailed narrative for the use of Federal funds requested in each budget category and/or line item to describe why it is necessary and appropriate to the project scope. Provide description of what is used to meet the non-Federal required amount.

FY 10 Access and Functional Needs Program Assistance

Subgrant Application Checklist

The following information is provided to assist in the preparation of the subgrantee application. All sections and documents listed as "Yes" in the Required column must be completed in order for the application package to be determined to be complete.

Application Section and Documents	Description	Required	Completed
Applicant Information	All information must be completed by applicant; form must be signed by authorized representative.	Yes	XX
Application which includes: a. Project Narrative	Attach copy of signed County. Include Training and Exercise requests, if applicable.	Yes	XX
b. Budget Detail Worksheet	Categories of funding requested to support project activities.	Yes	XX
c. Budget Summary	Totals from each category completed on the Worksheet.	Yes	XX
d. Budget Narrative	Detailed description and computation of requested funding for both Federal and non-Federal amounts	Yes	XX
Assurances	Standard assurances as part of the Federal Standard Form 424. Signature required.	Yes	XX
Debarment and Suspension; Lobbying; Drug-Free Workplace	Certifications required of all agencies (grantee or subgrantee) receiving federal funds.	Yes	XX
Federal Financial Accountability and Transparency Act (FFATA)	Required under the FFATA for all recipients of federal funds.	Yes	XX
Resolution	Copy of signed Resolution or letter stating date when Resolution will be signed.	Yes	XX
Signature Specimen Form	Signature of individual authorized to authenticate and certify claims for payment and other related documentation.	Yes	XX

Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

1. Agency Name: County of Gloucester OEM
2. City: Woodbury 3. State: NJ
4. Congressional District: 1-NJ 5. County: Gloucester
6. DUNS number: 070591979
(http://www.dnb.com/us/)
7. Location of Primary Place of Performance of Project (if different than above):
City: Clayton State: NJ
Congressional District: 2-NJ County: Gloucester
8. Central Contractor Registration Completed: Yes XX No _____
(http://www.ccr.gov/)
If No, please explain: _____
9. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if:
(i) the entity in the preceding fiscal year receivedC
(a) 80 percent or more of its annual gross revenues in Federal awards; and
(b) \$25,000,000 or more in annual gross revenues from Federal awards; and
(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

	<u>Officer Name</u>	<u>Total Compensation</u>
#1		
#2		
#3		
#4		
#5		

10. Signature of Agency Representative: _____

To be completed by Division/SubGrantor:

1. Amount of Award: _____
2. Federal: _____ 3. Match or State Share: _____
4. Award Title: _____ 5. Award Number _____
6. Transaction Type: _____
7. CFDA Number: _____
8. Program Source: _____

<p style="text-align: center;">New Jersey State Police Emergency Management Section Access and Functional Needs Program Assistance - Emergency Management Performance Grant Gloucester County Workplan - Federal Fiscal Year 2010</p>
--

1. **Reporting Requirements** - Provide to the Deputy State Director, through the County OEM and NJOEM Regional Office, a detailed final year-end performance report citing items, dates, and attachments demonstrating that your county organization has completed all the below requirements no later than August 31, 2013, and submit the final year-end report to the Regional Field Office, through the County OEM Coordinator, no later than August 31, 2013. (See ANJOEM=s Guidelines for the Distribution of Federal Emergency Management Agency Assistance Funding@ attachment 5A).

Additionally, provide to the Deputy State Director through the County OEM and Regional Office, a detailed quarterly performance report outlining your county=s activities no later than November 30, 2012, a detailed mid-year performance report outlining your county=s activities no later than February 28, 2013, and a third quarter performance report outlining your county=s activities no later than May 30, 2013.

2. **EOP AFN Annex Review** - Complete a review of the County Emergency Operations Plan Access and Access and Functional Needs Annex utilizing federal access and functional needs emergency planning guidance as applicable, and the NJOEM's AFN planning guidance. The County EOP must emphasize an all-hazards, integrated, inclusive approach to emergency planning in the AFN Annex and throughout the County EOP. The County AFN Liaison will coordinate with the County OEM, and based upon changes in the county=s hazard analysis, internal or external staffing or resources, and make revisions as necessary. The county EOP, including the AFN Annex, requires an annual review. This should be accomplished at one of the county LEPC meetings and documented in the year-end report.
3. **County OEM/AFN Coordination** - The County OEM will continue to work toward inclusion of Access and Functional Needs populations into all phases of the emergency management process. County OEM will maintain ongoing coordination with the County Access and Functional Needs Liaison regarding emergency plans, EOC activations, situational awareness of emergency events, training and exercise opportunities. The County AFN Liaison will coordinate with the County OEM regarding planning initiatives for populations with access and functional needs.
4. **Phase 1 FAST TEAMS** - The County will complete Phase 1 regarding the formation of a Functional Assessment and Service Team (FAST Team). Phase 1 will consist of the identification of team members with skills sets in the following areas: senior services, case management, mental health, disability and children's services. Team members will complete basic training courses in emergency management, incident command and NIMS.

5. **Register Ready, "NJ's Special Needs Registry for Disasters"** - The County AFN Liaison will oversee management of user/administrators and of countywide data contained in "Register Ready – New Jersey's Special Needs Registry for Disasters."
6. **LEPC Participation** - The County AFN Liaison shall attend a minimum of two meetings of the County LEPC. These meetings should include county chief executives, department heads and volunteer agencies to thoroughly review the County EOP, including the AFN Annex. The review should include a discussion as to the roles and responsibilities of county departments and agencies during emergencies with regard to people with access and functional needs.
7. **State AFN Liaison Meetings** - Attend all required State AFN/County AFN Liaison meetings or conference calls.
8. **Reporting Expenses** - Submit the County AFNPA reports through the County OEM to the Regional Office. In addition, the County shall submit the following reports through the County OEM to the Regional Office: the annual AFNPA expenses claimed form; the final end of the year report; and all required expenditure and reimbursement forms.
9. **Demographic Assessment** - The County AFN Liaison will conduct a demographic assessment of populations with functional needs.
10. **Service Providing Agency Outreach, Phase 1** - The County AFN Liaison will develop a database of non-governmental, faith based, or private non-profit agencies providing services to individuals with access and functional needs within their county.
11. **Emergency Response** - In the event of a large-scale emergency incident during the performance period, the County AFN Liaison will conduct a needs assessment of its AFN populations for the purposes of identifying, reporting and meeting unmet needs that are related to the emergency/disaster.

**New Jersey Department of Law and Public Safety
New Jersey Division of State Police
FEMA Emergency Management Performance Grant (EMPG)**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions (Subrecipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 28 CFR Part 69, the State must include the language of the certification below in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The subrecipient certifies, to the best of its knowledge and belief, that

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall

complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 , Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Certification Regarding a Drug- Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
 - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such

conviction. Employers or convicted employees must provide notice, including position title, to:

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approve for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place of Performance for the site(s) for the work done in connection with the specific grant. (Street address, city, county, State, zip code).

1200 North Delsea Drive, Clayton, NJ 08312

Certification

As the duly authorized representative of the Subgrantee, I hereby certify that the Subgrantee will comply with the above-referenced requirements in accordance with the FY2011 Emergency Management Performance Grant.

County of Gloucester OEM
Subgrantee Agency

97.042
Subgrant Number


Signature of Authorized Official

EMC
Title of Authorized Official

J. T. Butts J. T. Butts
Printed Name of Authorized Official

Date

F1

**RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH THE
RODGERS GROUP, LLC, TO PROVIDE CONSULTING SERVICES TO THE
PROSECUTOR'S OFFICE, FOR NO ADDITIONAL MONIES,
FROM OCTOBER 1, 2012 TO MARCH 31, 2013**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on April 6, 2011, awarding a contract pursuant to PD#011-101 to The Rodgers Group, LLC to provide consulting services to assist the Gloucester County Prosecutor's Office in meeting the 112 CALEA national standards needed for attaining New Jersey State Association of Chiefs of Police (NJSACOP) Accreditation; and

WHEREAS, the Contract was entered into with The Rodgers Group, LLC for the provision of said services for the period beginning April 1, 2011 and ending March 31, 2012; and

WHEREAS, the Contract was extended for a six (6) month period from April 1, 2012 through September 30th 2012 on March 21, 2012; and

WHEREAS, the County wishes to extend this agreement for continuation of services for an additional six (6) month, for the period of October 1, 2012 through March 31, 2013; and

WHEREAS, the Contract is extended because the Contractor and the Gloucester County Prosecutor's Office need six (6) additional months, for the period October 1, 2012 through March 31, 2013, to finish collecting the required proofs for the new accreditation-related policies, as well as to schedule the final on-site accreditation inspection. There is no additional cost for this extension; and

WHEREAS, all other terms and provisions of the contract shall remain in full force and effect.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that a six (6) month extension, for the period of October 1, 2012 through March 31, 2013, to the current contract with The Rodgers Group, LLC to provide consulting services to assist the Gloucester County Prosecutor's Office in meeting the 112 CALEA national standards needed for attaining New Jersey State Association of Chiefs of Police (NJSACOP) Accreditation is hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on September 19, 2012 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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PD 011-010		
Bid Opening 2/08/2011 10:00am		
SPECIFICATIONS FOR PROVIDING SERVICE AND MAINTENANCE OF POLICIES RELATED TO CALEA NATIONAL RECOGNITION AND NJACOP ACCREDITATION		
VENDOR:		
The Rodgers Group		
PO Box 831		
Island Heights NJ 08732		
Frank E. Rodgers		
732 279-6657		
ITEM	DESCRIPTION	Lump Sum
1	Annual Cost for Providing Service and Maintenance of Policies Related to CALEA National Reconition and NJACOP Accreditation	\$37,000.00
Variations: (if any)		
NONE		
Will you extend your prices to local government entities within the County		
YES		
Bid specifications sent to:		
Prime Vendor		
Based upon the bids received, I recommend The Rodgers Group be awarded the contract as the lowest responsive, responsible bidder.		
Sincerely,		
Robert J. McErlane		
Assistant Purchasing Agent		

**RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT,
AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS
NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM
PROPERTY OF FRED CAVALLARO, JR., LOCATED IN THE TOWNSHIP OF
LOGAN, KNOWN AS BLOCK 801, LOTS 56 AND 58, CONSISTING OF 61.473 ACRES,
FOR THE AMOUNT OF \$614,730.00 (CERTIFIED AT \$10,000.00 PER ACRE)**

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, **Fred Cavallaro, Jr.**, having presented himself as the owner of the land and premises located in the **Township of Logan** (hereinafter the "Township"), and known as **Block 801, Lots 56 and 58, on the Official Tax Map of the Township** (hereinafter collectively the "**Property**"), which consists of approximately **61.473 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Fred Cavallaro, Jr.**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$614,730.00**, which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$614,730.00**, pursuant to CAF# 12-08042, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

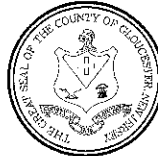
1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Fred Cavallaro, Jr.** known as **Block 801, Lots 56 and 58**, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of **\$614,730.00**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Fred Cavallaro, Jr.**, in regard to the County's purchase of development easements in the farm premises known as **Block 801, Lots 56 and 58**, in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, September 19, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

GI

CONTRACT TO SELL DEVELOPMENT EASEMENT

FRED CAVALLARO, JR.

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: Fred Cavallaro, Jr., having an address of 100 Lamson Lane, Logan Township, NJ, 08085
(hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter "Buyer")

PROPERTY: Lots 56 & 58, Block 801, in the Township of Logan, County of Gloucester, and State of New Jersey
(hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 10,000.00 ASSUMED ACREAGE: Approximately
61.473 acres

ESTIMATED GROSS SALES PRICE: \$614,730.00

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

OF EXCEPTION AREAS: NONE

ATTACHMENTS TO CONTRACT: A - Deed of Easement - yes
B - Conditions on Excepted Land - no
C - Fuel Tank Disclosure - yes

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be

effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee

simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a

potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the

Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no

other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or

surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this

agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved

from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to

Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer

notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing

acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing

delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement

26. **COUNTERPARTS.** This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. **CAPTIONS.** The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. **NUMBER AND GENDER.** For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

BUYER:

Fred Cavallaro, Jr.

COUNTY OF GLOUCESTER

BY: _____
Fred Cavallaro, Jr.

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF GLOUCESTER)

I certify to the following:

On _____, 2012, **Fred Cavallaro, Jr.**, personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) He/She is named in, and personally signed the foregoing agreement: and
- (b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,
- (c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

Notary

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

BY: _____

Date: _____

Fred Cavallaro, Jr.

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

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Certificate of Availability of Funds

TREASURER'S NO. 12-08042

DATE September 6, 2012

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR B DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$614,730.00 COUNTY COUNSEL August Kneistaut

DESCRIPTION: Resolution authorizing acquisition of a development easement and the signing of an Agreement of Sale and other documents necessary for closing regarding such easement, on the farm property of Fred Cavallaro, Jr. located in the Township of Logan, known as Block 801, Lots 56 and 58 consisting of 61.473 acres for the amount of \$614,730.00 (certified at \$10,000.00 per acre) for Farmland Preservation.

VENDOR: West Jersey Title Agency

ADDRESS: 15 South Main Street

Woodstown, NJ 08098



DEPARTMENT HEAD APPROVAL

APPROVED



PURCHASING AGENT

☐

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED

9-7-12

9/19/12
Meeting